

MADISON DISTRICT PUBLIC SCHOOLS

Monday, September 23, 2024 held at Madison High School Auditorium 915 E Eleven Mile Rd Madison Heights, MI 48071 26524 John R, Madison Heights, MI 48071

7:15 PM Regular Board of Education Meeting

AGENDA

1.	CA	LL TO ORDER	
	A.	Pledge of Allegiance	
	В.	Roll Call	
	C.	Public Fundamental with Public Comments	
2.	ΑD	MINISTRATION REPORT	
3.	СО	NSENT AGENDA	3
	All	Matters listed under the Consent Agenda are considered to be routine in nature by	
	the	Board of Education and will be acted upon by one motion. There will be no	
	sep	parate discussion of these items. If any member of the Board or any citizen requests	
	dis	cussion of an item, that item will be removed from the Consent Agenda and will	
	bed	come the first item of business under the Board of Education Action Items portion of	
	the	agenda.	
	A.	Approval of Minutes of the Board of Education for the Regular Meeting of	4
		Setpember 9, 2024	
	В.	Approval of the Check Register for Payment as submitted in the amount of	8
		\$87,985.31.	
	C.	Approval of the Personnel Report submitted by Human Resources on September	13
		17, 2024	
4.	ВО	ARD OF EDUCATION ACTION ITEMS	
	A.	Approval of SetSeg Invoice Payment	14
	В.	Approval of Speech Pathologist Contract	17
	C.	Approval of Madison Heights Secretary Association Contract	24
5.		perintendent Evaluation Training	
6.	AD	JOURNMENT	
	۱w	ill	
		• follow Robert's Rule of Order.	

• come prepared by reading the packet prior to the meeting or work session.

and listen with an open mind.

• focus on the issues rather than personalities by challenging the argument, not the person,

- be fully present during the meeting.
- submit questions regarding any agenda items to the Superintendent, via email, by noon prior to the meeting.
- govern myself in a professional manner at all times.



Prepare. Aspire. Succeed.

Board Action Item Cover Sheet

Date: September 23, 2024

Subject: Approval of Consent Agenda

Description:

All Matters listed under the Consent Agenda are considered to be routine in nature by the Board of Education and will be acted upon by one motion. There will be no separate discussion of these items. If any member of the Board or any citizen requests discussion of an item, that item will be removed from the Consent Agenda and will become the first item of business under the Board of Education Action Items portion of the agenda.

- A. Approval of Minutes of the Board of Education for the Regular Meeting of September 9, 2024.
- B. Approval of the September 1, 2024 thru September 17, 2024 Check Register as submitted in the amount of \$87,985.31.
- C. Approval of the Personnel Report submitted by Human Resources on September 17, 2024

Recommendation:

It is recommended that the Board of Education approve the Consent Agenda as presented.

Regular Board of Education Meeting Monday, September 9, 2024 7:00 PM Eastern

Madison High School Auditorium 915 E Eleven Mile Rd Madison Heights, MI 48071

Crystal Beaver: Absent
Merri Busch: Present
Rebecca Chambliss: Present
Mary Harp: Absent
Cindy Holder: Present
Mark Kimble: Absent
Gloria Thompson: Present

1. CALL TO ORDER

Present: 4, Absent: 3.

1.A. Pledge of Allegiance

1.B. Roll Call

1.C. Public Fundamental with Public Comments

2. PRESENTATION OF AWARDS

2.A. Students of the Month

Student of the Month - MHS - Seniors - Serenity Williams and Jayden Dorsey

Student of the Month - MES - 5th graders - Isiah Vitro and Holly Peace

Student of the Month - ECC - Ms. Newmans class - Mason O.

2.B. Employees of the Month

Employee of the month - Rusty Rogers and Emily Pattyn

1st Madison Cup Presentation - Lisa A

3. ADMINISTRATION REPORT

Student Enrollment - 1000 students - 927 showed up so far

Job Opportunites

Oakland 80 - College Career Readiness

Change colors to Purple and Gold for Wilkinson

Set up Super Evaluation Training on Sept 23rd - December, evaluation check in June and Full in December

Metro Program at WMS - Grant from Oakland Schools to start up the program

Received grant for Mental Health Worker -

4. CONSENT AGENDA

All Matters listed under the Consent Agenda are considered to be routine in nature by the Board of Education and will be acted upon by one motion. There will be no separate discussion of these items. If any member of the Board or any citizen requests discussion of an item, that item will be removed from the Consent Agenda and will become the first item of business under the Board of Education Action Items portion of the agenda.

- 4.A. Approval of Minutes of the Board of Education for the Regular Meeting of August 19, 2024
- 4.B. Approval of the August Financials in the amount of One Million, Five Hundred Ninety Five Thousand, Nine Hundred Forty One Dollars and Thirty Seven Cents
- 4.C. Approval of the Personnel Report submitted by Human Resources on September 4, 2024 Motion to Amend the Agenda and go into closed session for strategy and negotiation with MHEA pursuant to Section 8c of the Open Meetings Act. This motion, made by Rebecca Chambliss and seconded by Gloria Thompson, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

Motion to amend the agenda and add Finance Committee to committee reports. This motion, made by Merri Busch and seconded by Rebecca Chambliss, Failed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Cindy Holder: Nay,

Gloria Thompson: Nay, Merri Busch: Yea, Rebecca Chambliss: Yea

Yea: 2, Nay: 2, Absent: 3

Merri Busch: Yea, Rebecca Chambliss: Yea

5. Discussion

Approval. This motion, made by Gloria Thompson and seconded by Rebecca Chambliss, Passed. Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

5.A. Change in Meeting Days

Motion to Remove this item from the agenda. This motion, made by Rebecca Chambliss and seconded by Merri Busch, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea,

Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

6. BOARD OF EDUCATION ACTION ITEMS

6.A. Approval of MEA Contract

MEA. This motion, made by Rebecca Chambliss and seconded by Gloria Thompson, Passed. Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

6.B. Approval of Entry Door Replacement at Madison Early Childhood Center

Door Replacement. This motion, made by Merri Busch and seconded by Rebecca Chambliss, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea,

Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

6.C. Approval of Blind Purchase and Installation at Madison Early Childhood Center and Wilkinson Middle School

Blind Purchase for WMS and ECC. This motion, made by Gloria Thompson and seconded by Rebecca Chambliss, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea,

Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

6.D. Approval of Camera Purchase and Installation at Madison Early Childhood Center Camera Purchase at ECC. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

6.E. Approval of Chromebook Purchase

Chromebook approval for 55 additional. This motion, made by Gloria Thompson and seconded by Merri Busch, Passed.

Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

7. BOARD ITEMS - OFFICERS AND COMMITTEE REPORTS

7.A. Committee Reports

7.A.1. GRC Report

7.A.2. Parks and Recreation Committee

No report

7.A.3. HREC Report

No report

7.A.4. Enrollment

No report

7.B. Board Comments

Thompson - Congratulated Students and Staff

Chambliss - Welcome back to students

Busch - Congratulated Students and Employee and MEA contract approval

Holder - Welcome to New Staff member - Ebony T. - Congrats on Sports

8. ADJOURNMENT

I will....

- follow Robert's Rule of Order.
- focus on the issues rather than personalities by challenging the argument, not the person, and listen with an open mind.
- come prepared by reading the packet prior to the meeting or work session.
- be fully present during the meeting.
- submit questions regarding any agenda items to the Superintendent, via email, by noon prior to the meeting.
- govern myself in a professional manner at all times.

Adjourn. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed. Crystal Beaver: Absent, Mary Harp: Absent, Mark Kimble: Absent, Merri Busch: Yea, Rebecca Chambliss: Yea, Cindy Holder: Yea, Gloria Thompson: Yea

Yea: 4, Nay: 0, Absent: 3

Check Date From 9/1/2024 TO 9/17/2024

PE ID	Vendor Name	Sec.Code	Account Number	Check#	Check Date	Invoice Date	Invoice #	Description	PO#	Amount
100002	A AND G CENTRAL	SC	110-112-0000-0000-004-0004-55112000 A	00108711	09/13/2024	06/12/2024	160265	Reeds	P2500047	23.10
								Vendo	r Total:	23.10
400007	AMARGE DEVELOPMENT	T SC	110-271-0000-0000-000-0055-57410000 A	00108712	09/13/2024	07/19/2024	090924	Church parking lot lease		12,500.00
								Vendo	r Total:	12,500.00
400900	Amazon Capital Services Inc	SC	110-122-0120-0000-004-0200-55990000 A	00108713	09/13/2024	09/06/2024	11PG-RPYJ-	Ring Battery Doorbell Plus Hea	P2500050	119.99
400900	Amazon Capital Services Inc	s SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart Gold Plated Excellence	P2500044	8.54
400900	Amazon Capital Services Inc	s SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart Gold Plated Excellence	P2500044	16.18
400900	Amazon Capital Services Inc	s SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart's Gold Plated Excellen	P2500044	8.09
400900	Amazon Capital Services Inc	s SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart Gold Plated Excellence	P2500044	8.54
400900	Amazon Capital Services Inc	SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart Gold Plated Excellence	P2500044	8.54
400900	Amazon Capital Services Inc	SC SC	110-111-0000-0000-001-0001-55990000 A	00108713	09/13/2024	05/08/2024	13DV-KHG3-	PinMart Gold Plated Excellence	P2500044	8.54
400900	Amazon Capital Services Inc	s SC	110-252-0000-0000-000-0000-55990000 A	00108713	09/13/2024	09/03/2024	1DYT-NLXH-	Ring Battery Doorbell Plus Hea	P2500045	119.99
400900	Amazon Capital Services Inc	s SC	290-296-4380-0000-001-0001-57920000 A	00108713	09/13/2024	08/25/2024	1V7F-LD6D-	Gimars Upgrade Triple Stabilit	P2500038	53.98
400900	Amazon Capital Services Inc	s SC	290-296-4380-0000-001-0001-57920000 A	00108713	09/13/2024	08/25/2024	1V7F-LD6D-	noot products A319 Over Ear Wi	P2500038	239.70
400900	Amazon Capital Services Inc	s SC	290-296-4380-0000-001-0001-57920000 A	00108713	09/13/2024	08/25/2024	1V7F-LD6D-	OSSZIT Kids Headphones Bulk 50	P2500038	79.95
400900	Amazon Capital Services Inc	s SC	110-122-0120-0000-004-0200-55990000 A	00108713	09/13/2024	08/22/2024	1X13-1L34-9QX	XFReplacement Remote Control for	P2500030	22.99
400900	Amazon Capital Services Inc	s SC	110-122-0120-0000-004-0200-55990000 A	00108713	09/13/2024	09/07/2024	1XFW-P3RG-	LIELONGREN LED Digital Wall	P2500055	24.99
								Vendo	r Total:	720.02
100030	AMERICAN OFFICE	SC	110-257-0000-0000-000-0000-54220000 A	00108714	09/13/2024	09/06/2024	37392689	District Copiers		3,194.37
								Vendo	r Total:	3,194.37
401010	Attainment Company Inc.	SC	110-122-0120-0000-004-0200-55110000 A	00108715	09/13/2024	08/27/2024	382106A	Real Life Math Level 1 & 2	P2500035	99.00
401010	Attainment Company Inc.	SC	110-122-0120-0000-004-0200-55110000 A	00108715	09/13/2024	08/27/2024	382106A	Connections In the Workplace C	P2500035	329.00
401010	Attainment Company Inc.	SC	110-122-0120-0000-004-0200-55110000 A	00108715	09/13/2024	08/27/2024	382106A	Shipping & Handling	P2500035	21.40
								Vendo	r Total:	449.40
100053	AXA EQUITABLE LIFE		110-000-0000-0000-000-0000-24512400 A	00108753	09/16/2024	09/05/2024	2720/2401180	PAYROLL		725.00
								Vendo	r Total:	725.00
400867	Big Lakes Lawncare	SC	110-261-0000-0000-004-0004-54110000 A	00108716	09/13/2024	08/31/2024	148571	Fertilizer weed control WMS		85.00
400867	Big Lakes Lawncare	SC	110-261-0000-0000-000-0054-54110000 A	00108716	09/13/2024	08/31/2024	148572	Admin building fertilizer		80.00
400867	Big Lakes Lawncare	SC	110-261-0000-0000-007-0007-54110000 A	00108716	09/13/2024	08/31/2024	148592	MHS weed control/fertilizer		720.00
400867	Big Lakes Lawncare	SC	110-261-0000-0000-005-0005-54110000 A	00108716	09/13/2024	09/07/2024	152475	ECC Fertilize & Weed Control 4		95.00
400867	Big Lakes Lawncare	SC	110-261-0000-0000-001-0001-54110000 A	00108716	09/13/2024	09/07/2024	152477	MES weed control 4		150.00
								Vendo	r Total:	1,130.00

User:PERRYP - Patricia PerryPageCurrent Date:09/17/2024Report:OSAP5001 - OSAP5001: Paid Transaction Detail by Ve1Vers. 2Current Time:11:07:54

Selection: 8

Check Date From 9/1/2024 TO 9/17/2024

PE ID	Vendor Name	Sec.Code	Account Number	Check#	Check Date	Invoice Date	Invoice #	Description	P	O #	Amount
401000	Bouncing All Around Party	SC	290-296-4380-0000-001-0001-57920000 A	00108717	09/13/2024	06/11/2024	7938-	MES Obstacle Course			370.00
									Vendor To	otal:	370.00
401012	BRIGHT HORIZON	SC	110-261-0000-0000-000-0054-54110000 A	00108718	09/13/2024	08/26/2024	44557	Landscaping			3,036.00
									Vendor To	otal:	3,036.00
400730	C E DOOR AND	SC	110-284-0000-0000-000-0000-55990000 A	00108719	09/13/2024	08/31/2024	365	100 composite cards			709.00
400730	C E DOOR AND	SC	110-261-0000-0000-007-0007-55990000 A	00108719	09/13/2024	08/30/2024	367	MHS main entrance service	e		225.00
400730	C E DOOR AND	SC	110-284-0000-0000-000-0000-55990000 A	00108719	09/13/2024	08/30/2024	368	Printer Ribbon			208.00
									Vendor To	otal:	1,142.00
100101	CDW GOVERNMENT LLC	SC	110-284-0000-0000-000-0000-55990000 A	00108720	09/13/2024	08/06/2024	SS32516	Digital Pen			39.57
									Vendor To	otal:	39.57
100122	CITY OF MADISON	SC	110-261-0000-0000-000-0054-53830000 A	00108721	09/13/2024	09/01/2024	090124MHS	MHS water bill			2,252.67
100122	CITY OF MADISON	SC	110-261-0000-0000-000-0054-53830000 A	00108721	09/13/2024	09/01/2024	090924AB	Admin building Water bill			62.13
100122	CITY OF MADISON	SC	110-261-0000-0000-000-0054-53830000 A	00108721	09/13/2024	09/01/2024	090924ECC	ECC Water Bill			91.67
100122	CITY OF MADISON	SC	110-261-0000-0000-000-0054-53830000 A	00108721	09/13/2024	09/01/2024	090924MES	MES Water bill			374.00
100122	CITY OF MADISON	SC	110-261-0000-0000-000-0054-53830000 A	00108721	09/13/2024	09/01/2024	090924WMS	WMS Water bill			78.34
									Vendor To	otal:	2,858.81
400799	CLEAR RATE	SC	110-261-0000-0000-000-0054-53410000 A	00108722	09/13/2024	08/27/2024	5178792	District phones			787.86
									Vendor To	otal:	787.86
401007	Club Venetian Banquet Center	001	290-296-4388-0000-001-0001-57920000 A	00108723	09/13/2024	09/03/2024	000550	Club Venetian Deposit			500.00
									Vendor To	otal:	500.00
400959	Constellation Newenergy -	SC	110-261-0000-0000-007-0007-55510000 A	00108724	09/13/2024	09/05/2024	4117798	MHS			129.00
									Vendor To	otal:	129.00
100135	CONSUMERS ENERGY	SC	110-261-0000-0000-001-0001-55510000 A	00108725	09/13/2024	08/30/2024	204390317567	MES			67.37
100135	CONSUMERS ENERGY	SC	110-261-0000-0000-007-0007-55510000 A	00108725	09/13/2024	08/30/2024	206525706694	MHS			948.05
100135	CONSUMERS ENERGY	SC	110-261-0000-0000-007-0007-55510000 A	00108725	09/13/2024	08/30/2024	206525706695	MHS			62.62
									Vendor To	otal:	1,078.04
400894	Discovery Education	SC	110-111-0000-0000-001-0001-55110000 A	00108726	09/13/2024	09/05/2024	269533	District Membership 2024	-2025 P	2500049	1,795.00
									Vendor To	otal:	1,795.00
400877	EMI-Electrocomm LLC	SC	110-284-0000-0000-000-0000-53190000 A	00108727	09/13/2024	09/01/2024	M-90124-123	Monthly 2 way radio renta	1		920.80
									Vendor To	otal:	920.80
400341	HEALTHEQUITY INC		110-000-0000-0000-000-24513600 A	00108754	09/16/2024	09/05/2024	2255/2401180	PAYROLL			1,488.08
									Vendor To	otal:	1,488.08

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Report: OSAP5001 - OSAP5001: Paid Transaction Detail by Ve 2 Vers. 2 Current Time: 11:07:54 Selection: 9

Check Date From 9/1/2024 TO 9/17/2024

PE ID	Vendor Name	Sec.Code	Account Number	Check#	Check Date	Invoice Date	Invoice #	Description	PO#	Amount
100246	HEARTHSIDE HEATING	SC	110-261-0000-0000-004-0004-54110000 A	00108728	09/13/2024	05/29/2024	I20390	WMS compressor #2		176.00
								V	endor Total:	176.00
100258	HOME DEPOT CREDIT	SC	110-261-0000-0000-001-0001-55990000 A	00108729	09/13/2024	08/15/2024	090924D	MES topsoil		38.55
100258	HOME DEPOT CREDIT	SC	110-261-0000-0000-007-0007-55990000 A	00108729	09/13/2024	08/15/2024	090924D	MHS Awesome spray		31.44
100258	HOME DEPOT CREDIT	SC	290-296-4318-0000-000-0000-57920000 A	00108729	09/13/2024	08/15/2024	090924D	OAM bins		19.96
100258	HOME DEPOT CREDIT	SC	110-261-0000-0000-001-0001-55990000 A	00108729	09/13/2024	08/15/2024	090924D	MES Shelf Support		9.76
100258	HOME DEPOT CREDIT	SC	110-261-0000-0000-007-0007-55990000 A	00108729	09/13/2024	08/15/2024	090924D	MHS wood screws		20.70
100258	HOME DEPOT CREDIT	SC	110-261-0000-0000-000-0054-55990000 A	00108729	09/13/2024	08/15/2024	090924D	Shop Supplies		18.46
100258	HOME DEPOT CREDIT	SC	110-122-0120-0000-004-0200-55990000 A	00108729	09/13/2024	08/15/2024	090924D	Metro supplies		72.01
								V	endor Total:	210.88
400830	Infosec	SC	110-284-0000-0000-000-0000-53190000 A	00108730	09/13/2024	07/08/2024	INV000093480	Renewal		1,062.00
								V	endor Total:	1,062.00
100282	JAYS SEPTIC TANK	SC	110-113-0000-0000-007-0007-54220000 A	00108731	09/13/2024	08/27/2024	I163934	Portable/Sanitizer MHS		140.00
								V	endor Total:	140.00
100283	JD CANDLER ROOFING	SC	110-261-0000-0000-004-0004-54110000 A	00108732	09/13/2024	08/14/2024	12417961	/wn//s energency repair		539.10
								v	endor Total:	539.10
401009	Jefferson, Wendell Todd	SC	110-000-0000-0000-000-0000-41910000 A	00108733	09/13/2024	08/15/2024	090524	Refund facility rental		780.00
								•	endor Total:	780.00
100630	JOHNSON CONTROLS	SC	110-261-0000-0000-000-0054-53190000 A	00108734	09/13/2024	06/01/2024	40147752	Annual Service Charge		5,068.17
								· ·	endor Total:	5,068.17
401014	KIDS DISCOVER LLC	SC	110-111-0000-0000-001-0001-55110000 A	00108735	09/13/2024	09/11/2024	100167077-1	Kids Discover Online:Educate	or P2500068	3,264.00
.0101.	III DI DIDEO VERI ELE	50	110 111 0000 0000 001 0001 00110000 11	00100755	09/10/2021	03/11/2021	100107077		endor Total:	3,264.00
100318	KSS ENTERPRISES	SC	110-261-0000-0000-007-0007-54110000 A	00108736	09/13/2024	08/21/2024	1599612-1	Rubbermaid Executive Series		24.78
100318	KSS ENTERPRISES	SC	110-261-0000-0000-007-0007-54110000 A	00108736	09/13/2024	08/21/2024	1599612-1	Fresh Wave 3D Urinal Screen		32.71
100310	NOS ENTERITADES	50	110 201 0000 0000 007 0007 31110000 11	00100750	07/13/2021	00/21/2021	1377012 1		endor Total:	57.49
100348	MADISON HEIGHTS PLBG	SC	110-261-0000-0000-007-0007-55990000 A	00108737	09/13/2024	08/14/2024	198136	MHS Vacuum brass breaker	chaor roun.	14.68
100348	MADISON HEIGHTS PLBG		110-261-0000-0000-004-0004-55990000 A	00108737	09/13/2024	08/22/2024	198821	Parts/Supplies		224.92
100546	MADISON ILLIOITIS I LBO	SC	110-201-0000-0000-004-0004-33770000 A	00100737	05/15/2024	06/22/2024	170021	**	endor Total:	239.60
100349	MADISON HEIGHTS	SC	110-252-0000-0000-000-0000-55990000 A	00108738	09/13/2024	08/26/2024	8262324	MH Police Reserves 23-24	chaor roun.	3,000.00
100349	MADISON HEIGHTS	SC	110-252-0000-0000-000-0000-55990000 A	00108738	09/13/2024	08/26/2024	8262425	MH Police Reserves 24-25		3,000.00
100347	MADISONTIERORITS	SC	110-232-0000-0000-000-0000-33990000 A	00100730	03/13/2024	00/20/2024	0202423		endor Total:	6,000.00
400914	Michigan State Disbursement		110-000-0000-0000-000-0000-24513400 A	00108755	09/16/2024	09/05/2024	2800/2401180	PAYROLL	chuoi Iutai.	344.37
400914	micingan state Dispursement		110-000-0000-0000-000-000-24313400 A	00108/33	09/10/2024	09/03/2024	2000/2401100	I A I KULL		344.37

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Check Date From 9/1/2024 TO 9/17/2024

PE ID	Vendor Name	Sec.Code	Account Number	Check#	Check Date	Invoice Date	Invoice #	Description	PO#	Amount
400914	Michigan State Disbursement		110-000-0000-0000-000-24513400 A	00108755	09/16/2024	09/05/2024	2802/2401180	PAYROLL		256.37
									Vendor Total:	600.74
100417	MSBO	SC	110-252-0000-0000-000-0000-57410000 A	00108739	09/13/2024	09/03/2024	303112D25	membership dues		150.00
									Vendor Total:	150.00
100418	MSBOA	SC	110-112-0000-0000-004-0004-57412000 A	00108740	09/13/2024	08/28/2024	16520	MSBOA School membersh	ip P2500052	375.00
									Vendor Total:	375.00
100450	OAKLAND COUNTY	SC	110-259-0000-0000-000-0000-57610000 A	00108741	09/13/2024	08/01/2024	AUG3124	Taxes		2,474.93
									Vendor Total:	2,474.93
100484	PITNEY BOWES GLOBAL	SC	110-282-0000-0000-000-0000-53430000 A	00108742	09/13/2024	09/10/2024	3319658734	Postage machine lease		887.13
									Vendor Total:	887.13
400633	READ TO THEM	SC	110-111-0000-0000-001-0001-55990000 A	00108743	09/13/2024	02/29/2024	17020275	books		90.00
									Vendor Total:	90.00
100561	SETSEG WORKERS	SC	110-111-0000-0000-001-1000-52840000 A	00108744	09/13/2024	09/04/2024	SETSEG WC	Workers' Comp fund		2,030.66
100561	SETSEG WORKERS	SC	110-112-0000-0000-004-1000-52840000 A	00108744	09/13/2024	09/04/2024	SETSEG WC	workers comp fund		2,030.66
100561	SETSEG WORKERS	SC	110-113-0000-0000-007-1000-52840000 A	00108744	09/13/2024	09/04/2024	SETSEG WC	Workers' Comp fund		2,030.68
									Vendor Total:	6,092.00
100572	SOLIANT HEALTH	SC	110-213-0013-0000-000-0200-53130000 A	00108745	09/13/2024	09/01/2024	21015879	PT Services		1,062.19
100572	SOLIANT HEALTH	SC	110-213-0011-0000-000-0200-53130000 A	00108745	09/13/2024	09/01/2024	21016388	OT Services		2,022.84
100572	SOLIANT HEALTH	SC	110-213-0013-0000-000-0200-53130000 A	00108745	09/13/2024	09/08/2024	21019812	PT Services		1,081.50
100572	SOLIANT HEALTH	SC	110-213-0011-0000-000-0200-53130000 A	00108745	09/13/2024	09/08/2024	21021154	OT Services		2,249.70
									Vendor Total:	6,416.23
100174	THE DTE ENERGY	SC	110-261-0000-0000-007-0007-55520000 A	00108746	09/13/2024	09/06/2024	091224AF	MHS Athletic Field		273.78
100174	THE DTE ENERGY	SC	110-261-0000-0000-000-0054-55520000 A	00108747	09/13/2024	09/06/2024	91224AB	Admin Building		736.08
									Vendor Total:	1,009.86
100610	THRUN LAW FIRM PC	SC	110-231-0000-0000-000-0000-53170000 A	00108748	09/13/2024	08/22/2024	298264	Election prep & procedure		1,950.00
									Vendor Total:	1,950.00
100617	TONYS ACE HARDWARE	SC	110-261-0000-0000-000-0054-55990000 A	00108749	09/13/2024	09/01/2024	091224ACE	Outside Maint. supplies		8.16
100617	TONYS ACE HARDWARE	SC	110-261-0000-0000-000-0054-55990000 A	00108749	09/13/2024	09/01/2024	091224ACE	Outside Maint. supplies		30.00
100617	TONYS ACE HARDWARE	SC	110-261-0000-0000-000-0054-55990000 A	00108749	09/13/2024	09/01/2024	091224ACE	Outside Maint. supplies		7.56
									Vendor Total:	45.72
400460	US OMNI AND TSACG		110-000-0000-0000-000-24514200 A	00108756	09/16/2024	09/05/2024	2710/2401180	PAYROLL		8,795.45
400460	US OMNI AND TSACG		110-000-0000-0000-000-0000-24514200 A	00108756	09/16/2024	09/05/2024	2712/2401180	PAYROLL		683.00

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Check Date From 9/1/2024 TO 9/17/2024

PE ID	Vendor Name	Sec.Code	Account Number	Check#	Check Date	Invoice Date	Invoice #	Description	PO#	Amount
									Vendor Total:	9,478.45
100647	VERIZON WIRELESS	SC	110-261-0000-0000-000-0054-53410000 A	00108750	09/13/2024	09/01/2024	9972874840	Distict cell phones		726.84
									Vendor Total:	726.84
100659	Waste Management Corporate	e SC	110-261-0000-0000-000-0054-53840000 A	00108751	09/13/2024	09/01/2024	8114411-2860-0	District Dumpsters		2,064.12
									Vendor Total:	2,064.12
400962	WMYD	SC	110-232-0000-0000-000-0000-53510000 A	00108752	09/13/2024	08/31/2024	1279246-5	Advertisement		4,000.00
400962	WMYD	SC	110-232-0000-0000-000-0000-53510000 A	00108752	09/13/2024	08/31/2024	1316036-1	Advertisement		1,200.00
									Vendor Total:	5,200.00
			Total # of Checks: 46	•					Grand Total:	87,985.31

End of Report

User:PERRYP - Patricia PerryPageCurrent Date:09/17/2024Report:OSAP5001 - OSAP5001: Paid Transaction Detail by Ve5Vers. 2Current Time:11:07:54Selection:

PERSONNEL ACTION

Pam Vermiglio, Assistant Superintendent, presents for your consideration the following personnel changes:

NEW HIRES

Name	Bargaining Unit	Proposed Position	Employee Credentials	Salary	Effective Date
Bergier, Heather	N/A	Bus Aide		\$16.48/hr	09/23/2024
Thomas, Brandie	AFSCME Local 1468	Cafeteria Worker @ ECC		\$14.83/hr	09/23/2024

CHANGE OF STATUS

Name	Position	Reason	Current Salary	Proposed Salary	Effective Date
Gibeau, Sherry	Teacher @ ECC	Master's +18	\$75,000	\$77,000	09/12/2024

RESIGNATIONS & TERMINATIONS

Name	Position	Reason	Effective Date

RECOMMENDATION: That the Madison District Public Schools Board of Education adopts the personnel report recommendations as presented.

APPROVED AND RECOMMENDED FOR BOARD ACTION

Patricia Perry Superintendent



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Board Action Item Cover Sheet

Date: September 23, 2024

Subject: Approval of SetSeg Invoice

Description:

This action item seeks approval of a payment of \$58,523.36 to SetSeg for pending litigation. SETSEG has incurred legal expenses over your \$50,000 deductible, which has triggered the deductible invoice for this claim.

Recommendation:

It is recommended that the Board of Education approve the **payment of** \$58523.36 to SetSeg

MASB-SEG Property Casualty Pool, Inc. INVOICE

Claim Number: 23390K589095 Loss Date: 3/1/2023

Madison District Public Schools 26524 John R Rd Madison Heights MI 48071

Description ELL litigation Deductible Case# 23-cv-10472 **Amount Due \$50,000**

Net 30 Days **Amount Due by 10/10/2024**

\$50,000.00



Transactions for this Claim:

Paid Transactions for Madison District Public Schools (23390K589095)

Claim Number : 23390K589095 Claimant Name : Mitchell, Jack

Loss Date	Class	Trans Amount	Check Number	Date Printed	Payee Name
					Trans Comment
3/1/2023	LEGAL	\$6318.00	172012304	6/23/2023	GIARMARCO MULLINS AND HORTON PC
					inv 1 42453.000
3/1/2023	LEGAL	\$1099.65	172013339	10/26/2023	GIAMARCO MULLINS & HORTON PC
					inv 2 42453.000
3/1/2023	LEGAL	\$1314.00	172013474	11/9/2023	GIARMARCO MULLINS AND HORTON PC
					inv 3 42453.000
3/1/2023	LEGAL	\$6883.20	172014546	2/21/2024	GIAMARCO MULLINS & HORTON PC
					inv 4 42453-000Z
3/1/2023	LEGAL	\$21164.31	172015700	6/7/2024	GIAMARCO MULLINS & HORTON PC
					Inv 5 42453-000Z
3/1/2023	LEGAL	\$5824.20	172015828	6/14/2024	GIARMARCO MULLINS & HORTON PC
					inv 6 42453-000Z
3/1/2023	LEGAL	\$15920.00	172016622	9/9/2024	GIAMARCO MULLINS & HORTON PC
					inv 7 42453.000Z
LEGAL Sub- Total:			(\$58,523.3	6)	
Total			(\$58,523.3	6)	

Report Date: 09/10/2024 Page: 1 of 1





Board Action Item Cover Sheet

Date: September 23, 2024

Subject: Approval of Speech Pathologist Language Therapy Services Contract for the 2024-2025 school year.

Description:

MDPS is requesting approval for the Speech Pathologist Contract for the 2024-2025 school year. Due to the challenges we've faced in hiring for this internal position, we have been unable to find a suitable candidate within our current staff. As a result, we are seeking approval to outsource this role for the upcoming school year.

Outsourcing the position will allow us to ensure that our students receive the necessary speech and language services without further delay. This approach will also help us maintain the high standard of support and intervention required for our students' success. We believe that contracting with an experienced external provider will meet our needs effectively and efficiently.

Recommendation:

It is recommended that the Board of Education approve the Speech Pathologist Contract as presented.

CONTRACT FOR SPEECH-LANGUAGE THERAPY SERVICES

This agreement ("Agreement") is entered into as of the ___ day of September, 2024 ("Effective Date"), by and between <u>Stewart SLP, LLC</u> ("Provider") and <u>Madison Public Schools</u> ("School").

WHEREAS School has students requiring in-person speech-language therapy services as part of its overall special education programs; and

WHEREAS Provider desires to contract with the School to offer such services to the School;

NOW, THEREFORE, in consideration of the above premises, which are hereby incorporated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Term and Termination.** This agreement is in effect for the regular and extended 2024-2025 school year and may be terminated by either party, without cause, with 30 days' notice. Notice should be in writing (e-mail is sufficient).
- 2. **Obligations of Provider.** Professional services rendered by the Provider include the following:
 - a. Develop and implement Individual Education Programs for students who qualify for speech-language therapy services, according to the Department of Elementary and Secondary Education, which may include direct individual or group therapy, consulting, and/or monitoring of progress.
 - b. Conduct comprehensive speech-language evaluations at the request of the School.
 - c. Confer with appropriate personnel about student services/needs.
 - d. Make recommendations regarding service delivery and the student's needs to the IEP team for team consensus.
 - e. Attend meetings, such as IEP meetings and conferences, given adequate notice, as Provider is able and of which Provider is notified that Provider's attendance is requested.
 - f. Prepare and maintain appropriate professional records and reports for all students under Provider's care, which may include developing IEPs, progress reports, and notes and data on students. Provider's clinicians will maintain clinical control over writing IEP goals and objectives, designing materials for services, and communicating with parents, teachers, and the special education team as deemed appropriate.
 - g. Provide consultation to classroom staff regarding needs and programs of the students and supervise speech-language paraprofessionals, e.g. CFs, if applicable.
 - h. Case management of speech-only students, if applicable.
 - i. Provide a secure virtual platform for provision of skilled virtual services, if applicable.



- j. Maintain a caseload of students under active therapy services of no more than:
 - i. 50 students for a full-time caseload (30 work hours per week);
 - ii. 20 students for a part-time caseload (12 work hours per week).
 - iii. NOTE: Provider and School may subsequently agree in writing to increase the number of students under active therapy services.
- k. Provider's skilled speech-language direct service provision will constitute no more than 40 hours per week. Additional indirect hours (IEP support, consultations, & administrative responsibilities) will be provided as deemed necessary by Provider and as requested by School. Provider and School may subsequently agree in writing to increase the number of direct hours.
- l. Provider will notify School of planned Provider absences with at least one week's notice and unplanned absences (e.g., illness, emergency) as early as reasonably possible.

3. Obligations of School.

- a. School will provide an adequate space/room for both individual and group virtual and/or in-person therapy sessions.
- b. School will provide district forms, materials, and one or more computer(s), web-cam(s), adequate headsets for the number of children participating in any virtual sessions, and additional technology required for provision of services within the School.
- c. School shall pay the pricing as listed in Section 4 below.
- d. For any virtual services, School will provide an on-site professional that will stay within line of sight of the students throughout the entire session.
- e. School is responsible for communicating and obtaining informed consent from guardians specific to virtual service provision, if applicable.

4. Pricing.

- a. School shall pay Provider the rates for the above-referenced services as indicated on the Stewart SLP, LLC Rate Sheet attached hereto as Exhibit A.
- b. In the event of School-initiated cancellations without 24 hours' notice, Provider will bill for the time missed.
- c. Provider will not bill for absences due to Provider's responsibility, such as Provider planned or unplanned absences.
- d. Provider will defer to school policy and desire regarding compensatory time for School-responsible absences.
- e. Provider will attempt to schedule make-up sessions for Provider-responsible absences.
- f. Provider will not bill for school closures due to inclement weather dates.
- 5. **Billing.** School shall pay a deposit of \$15,000.00 upon execution of this Agreement, to be applied to the first 15 weekly invoices sent by Provider, barring outstanding payment owed by the School to the Provider. In cases of outstanding payment owed by the School to the Provider, the deposit returns will be halted until such time as





all outstanding payments are resolved. Provider shall bill the School during the first day of each week for services provided during the previous week. School shall pay each invoice within 7 days of receipt of the invoice. A 10% penalty will be applied for late payment of any invoice that is not satisfied by the deposit.

- 6. **Subcontractors/Employees**. To enforce agreement, Provider may utilize subcontracts and/or employees to implement services. All subcontractors and employees will provide ONLY services listed above. Rates will be implemented as outlined in Agreement. School is not to directly employ and/or contract with Provider's subcontractors/employees within two years of the Termination Date without the written permission of Provider.
- 7. **Insurance**. Provider shall ensure all providers maintain professional liability insurance and, dependent on employee status, is responsible for any Social Security and Income Tax withholdings. Proof of liability insurance with a minimum 1,000,000/3,000,000 aggregate will be provided to School at School's request. School is not responsible for workers compensation insurance or teacher's retirement system payments to Provider or its employees or subcontractors.
- 8. **Regulatory Compliance.** Provider will comply with all Federal, State and Local regulations concerning IDEA and maintenance of confidentiality. Provider will submit a W-9 form to be kept on file at the school district office.
- 9. **Confidentiality**. School shall treat as confidential all information provided by Provider regarding Provider's business and operations, including without limitation the pricing outlined in Exhibit A and the terms of this Agreement. School's representatives may not discuss the terms of this Agreement, including without limitation the pricing outlined in Exhibit A, with any employee or contractor of Provider other than the person identified as "Provider's Representative" in the signature block to this Agreement. In the event that School is required to disclose any portion of Provider's confidential information by applicable law, regulation, court order, or at the request of any governmental agency, School may do so, provided that School will use its best efforts to notify Provider's Representative.
- 10. **Assignment**. School may not assign or otherwise transfer this Agreement or its obligations or benefits or any part thereof hereunder without the prior written consent of Provider. Provider may assign this Agreement to a successor entity with insurance coverage and professionally skilled staff at least equivalent to that of Provider and with the prior written consent of School (which shall not unreasonably be withheld).
- 11. **Modification and Waiver.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in a writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to





be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- 12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.
- 13. **Construction.** Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof.
- 14. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Michigan without reference to conflicts of law principles.
- 15. **Interpretation**. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. The signatories below represent that they have the authority to sign on behalf of the Parties to this Agreement.

[Signature page follows]





IN WITNESS HEREOF, SCHOOL ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT DATED, THIS _____ DAY OF ______ 2024, AND EFFECTIVE IMMEDIATELY UPON EXECUTION OF THIS AGREEMENT.

BY:	, School Representative
NAME:	TITLE:
DATE:	
BY:	, Provider Representative
NAME:	
DATE:	



EXHIBIT A Stewart SLP, LLC Rate Sheet

Contracted Speech-Language Services at Madison Public Schools 2024-2025 School Year

Item	Rate
Deposit:	
• Deposit of \$15,000.00 upon execution of this Agreement, to be applied in \$1,000.00 increments to the first 15 weekly invoices sent by Provider, barring outstanding payment owed by the School to the Provider.	\$15,000.00 deposit
Services:	
 Therapy sessions (1:1 and group) Evaluations Preparation & report-writing IEP support IEP attendance Consultations with classroom teachers, parents, SPED team members, etc. Case management Data management & service tracking for direct and indirect hours Schedule management Trainings Other requested administrative tasks not otherwise listed above 	\$110.00 per hour
 Minimum Weekly Pay: Guaranteed minimum of 80% of scheduled hours per week Exceptions for planned school breaks, including Thanksgiving, Winter, Mid-Winter, and Spring break weeks 	\$110.00 per hour
 Additional Hours: Any above service performed outside of set onsite work hours EX: IEP meetings scheduled outside of regularly-scheduled work hours EX: Consultations occurring outside of regularly-scheduled work hours NOTE: Excludes report writing time, which is unbilled unless completed during regularly-scheduled work hours 	\$110.00 per hour



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Board Action Item Cover Sheet

Date: September 23, 2024

Subject: Approval of Madison Heights Secretary Association Contract

Description:

MDPS is requesting approval of the Madison Heights Secretary Association Contract as Presented.

Recommendation:

It is recommended that the Board of Education approve the Speech Pathologist Contract as presented.

AGREEMENT

This Agreement entered into this 1st day of January-July, 20214 by and between the Board of Education of Madison District Public Schools, County of Oakland, Michigan, herein called the "Board" and the International Union of Operating Engineers Local 324 located at 500 Hulet Drive, Bloomfield Township, Michigan, Madison District Secretarial Association (MDSA/MEA/NEA) herein called the "Union". "Association"

ARTICLE 1: RECOGNITION

- 1.1 For purposes of collective bargaining and for the duration of this Agreement, the Board hereby recognized the Union Association as the sole and exclusive bargaining representative for all employees who belong to the Madison Association of Secretaries. Madison District Secretarial Association.
- 1.2 The unit association shall consist of all full time and regularly scheduled part-time elerks, typists, and Secretaries, Administrative Assistants and Accounts Payable Administrative Assistants.

Excluding: the secretary to the Superintendent, secretary to the Board's Chief Negotiator, temporary or substitute employees, student help, and all others.

1.3 Union-Association Rights and Responsibilities

The Union Association and its bargaining unit members shall have the right to reasonable use of the school building facilities at all reasonable hours for meetings, provided approval is obtained using the district's normal procedures.

For the purpose of bargaining for a successor Agreement, the Board agrees to furnish the Union Association with all reasonably necessary public information concerning the financial resources of the Madison District Public Schools, in accordance with the Public Employment Relations Act (Michigan Public Act 336 of 1947).

The officers of the Union Association will-may be permitted to leave their respective buildings during the scheduled workday to handle urgent Union Association business after receiving the approval of the immediate supervisor.

Two Union officers shall each be provided one (1) per year with no loss of pay for Union business including attendance at conferences and workshops sponsored by the Union or affiliated organizations outside of the district.

Two Association officers shall each be provided with five (5) days individually, totaling ten (10) days per year, for Association business. During these days, they shall not incur any loss of pay. This includes attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the district.

By the end of the first full week of each school year, or whenever a change is made,

the Union Association shall provide the Superintendent with a list of all current officers and stewards representatives.

Upon request in advance, the employee bargaining unit member shall have the right to see all material in his/her their personnel file, subject to the provisions of the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978). The bargaining unit member shall have the right to request copies of anything in their personnel file by submitting a written request to the Human Resource Department. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. Any rebuttals written by the employee regarding a letter in their personnel file shall be attached to said letter. The length of the statement shall be in accordance with the Bullard-Plawecki Employee Right to Know Act (Michigan Public Act 397 of 1978).

1.6 EMPLOYER PROVIDED MEMBER INFORMATION NEW SECTION

Beginning May 1, 2024, and every 90 days thereafter if there is a change in association membership, designated MDSA representatives will be given a complete listing of all bargaining unit staff that includes the following:

- 1. First, middle and last name.
- 2. Start date of employment in current bargaining unit.
- 3. FTE, step, lane placement with annual salary (Base contractual wage or Schedule A only).
- 4. Building(s) assigned.
- 5. Employee identification number (if applicable).
- 6. Name of position.
- 7. Work email address and personal email address.
- 8. Home mailing address.
- 9. Home and cell phone number.

B. The above-listed information shall be provided via email in an attached Excel template format provided by the Association.

Designated MDSA representatives shall receive, via email, the detailed information outlined above, including the relevant dates, within ten (10) school days of any change in status that meet the following criteria.

- New Hire
- Termination/Resignation/Retirement
- Leave (paid, unpaid or greater than fifteen (15) school days)
- Lavoff

ARTICLE 3: LEAVE DAYS

3.5 Bargaining unit members who use:

- Two (2) days or fewer of sick or personal days earned during that school year can cash in their remaining days earned that school year to qualify for a bonus of \$1,500, payable in July.
- Three (3) days or fewer of sick or personal days earned during that school year can cash in their remaining days earned that school year to qualify for a bonus of \$1,000, payable in July.
- Four (4) days or fewer of sick or personal days earned during that school year can cash in their remaining days earned that school year to qualify for a bonus of \$800, payable in July.

ARTICLE 6: HOURS OF WORK

- 6.1 The work week shall consist of five (5) consecutive workdays, Monday through Friday (part time hours may vary).
- 6.2 The maximum normal work week for all employees covered by this Agreement shall be deemed to be five (5) days of eight (8) hours of employment, per day, within the work week defined in Section 6.1 above. The bargaining unit members are not responsible for opening or closing buildings. The arming or disarming of the security system is not required.
- 6.3 Fifty-two (52) week members of this bargaining unit may be allowed to work summer hours on an alternate day basis, at the discretion of his/her immediate supervisor or the Superintendent, provided that adequate coverage can be maintained. Summer hours shall consist of ten (10) hours per day, four (4) days per week, with the employee remaining in the building during their lunch break. Summer hours will begin the Monday of the second week after after students have been dismissed for the summer. Summer hours shall end three (3) weeks, fifteen (15) days prior to the Teachers first workday of the new school year.
- 6.4 Employees, with approval of their immediate supervisor, may elect to use up to thirty (30) minutes of the eight (8) hour work day as a paid uninterrupted lunch period. During this thirty (30) minute period, the employee must remain at the assigned work site and be available to his/her immediate supervisor in case of emergency.
- 6.5 Employees electing to leave the work site for their lunch period shall have up to one (1) hour, no portion of which is to be considered as part of their eight (8) hour work day.
- 6.6 Employees working more than eight (8) hours during any one (1) day, Monday thru Friday, shall have their choice of the following forms of compensation after forty (40) hours worked:

- 1) One and one-half(1'Z) (1.5) hours of compensatory time for each hour of employment exceeding eight (8) hours.
- 2) One and one-half(1 U2) (1.5) times their normal rate of pay for each hour of employment exceeding eight (8) hours.
- 6.7 Employees working on Saturdays and Sundays shall have their choice of one (1) or two (2) above for all hours worked on said days.
- 6.8 All overtime hours worked must be with prior approval of their immediate supervisor.
- Employees called in at a time that they are not scheduled to work shall work and be paid for a minimum of two and one half(2z) (2.5) hours.
- 6.10 48 week bargaining unit members shall work for two (2) weeks, ten (10) days after the last student day every school year.
- 6.11 48 week bargaining unit members shall begin working three (3) weeks, fifteen (15) days prior to the Teachers first workday of the new school year.

 ARTICLE 8: SENIORITY / LAY-OFF / RECALL
- 8.1 Seniority shall mean an employee's length of continuous service with the District within the bargaining unit, measured in calendar days from the first day the employee actually worked for the District on or after the employee's date of hire. Date may count the time worked in the bargaining unit, even it was not consecutive. If two or more employees have the same date of hire, the employee whose name appears earlier on the District's alphabetical listing of employees shall be deemed more senior. In the event of Retirement, members will be paid out for all days in sick and vacation banks.

Seniority shall refer to bargaining unit member's duration of uninterrupted service with the District, calculated in calendar days from their date of hire. This duration may include periods worked within the bargaining unit, even if not consecutive. In cases where two or more employees share the same date of hire, the seniority rank shall be determined by a lottery system. The bargaining unit member shall be permitted to draw a number. The lower number shall be the bargaining unit member with the higher seniority. If the employee does not participate in the lottery, the President of the Association shall draw a number.

- 8.2 A employee's bargaining unit member's seniority shall be terminated and his/her rights under this Agreement forfeited for the following:
 - Discharge;
 - Retirement or;
 - Resignation
 - a. Failure to give notice of intent to return to work recalled.
 - b. Except for lay-off, time lapse of twelve (12) months, or for a period equal to the

employee's seniority, whichever is less, since the last day of actual work for the District.

c. Lay-off for a period of twenty-four (24) months.

A bargaining unit member's seniority shall be temporarily suspended during a layoff period until they are recalled back to work.

- 8.3 Seniority shall not accrue to **for** a probationary employee bargaining unit member until completion of the ninety (90) calendar day probationary period. Nor, shall the Union represent a probationary employee in a predetermination hearing.
- 8.4 The District shall determine the timing of lay-offs, and the number of employees to be laid- off. The District will give the employees **thirty (30)** days advance notice of any lay off where possible **and shall notify the Association President.** A uniform reduction in number of hours scheduled in a work week shall not constitute a lay-off.
- 8.5 If the District determines that one (1) or more employees bargaining unit member shall be laid-off for more than five (5) consecutive work days, the District shall lay-off the most junior less senior employees bargaining unit member, providing that there are qualified employees bargaining unit member not placed on lay-off to perform all job functions as determined by the District. Volunteers will be considered for lay offs provided remaining employees bargaining unit members maintain the skill and abilities to perform the duties.
- 8.6 A full time employee displaced or laid off pursuant to this Article may bump the full-time employee with the least seniority within the bargaining unit. An eligible full-time bargaining unit member displaced or laid off under this Article may exercise the right to displace the full-time bargaining unit member with the least seniority within the bargaining unit, provided they meet the qualifications for the position. This is to agree to the District's proposal to remove the classification levels only. The Union holds it's position on keeping the classification names as they are in the contract. The District will give the employees 30 days advance notice of any layoff where possible. An eligible part-time bargaining unit member displaced or laid off under this Article may exercise the right to displace the part-time bargaining unit member with the least seniority within the bargaining unit, provided they meet the qualifications for the position. In the event there is no full-time position for the fulltime employee displaced or laid-off to bump into, the displaced or laid-off full time employee may bump a part-time employee. Displaced or laid off part-time employees may not bump a full-time employee but may bump another part-time employee but may bump another part-time with lesser seniority or lower classification. If there are no full-time positions available for the displaced or laid-off full-time bargaining unit member to bump into, they may then bump a part-time bargaining unit member. Part-time bargaining unit members who are displaced or laid off cannot bump full-time bargaining unit members, but they can bump another part-time bargaining unit member with less seniority or in a lower classification.
 - 8.7 If the District determines to fill a vacancy and there are employees bargaining unit member laid-off, such employees bargaining unit member shall be recalled in the reverse order of lay-off. employees bargaining unit members recalled must meet the qualifications for the position for which they are recalled. employees bargaining

unit members shall have the right to be moved to the bottom of the layoff list one time. If the laid off bargaining unit member is offered a position a second time and declines the position, said bargaining unit member shall no longer have recall rights and shall be terminated.

- 8.8 employees **Bargaining unit members** wishing a voluntary transfer of assignments shall submit a letter to the office of the Superintendent or his/her designee, requesting said transfer. The letter shall state the location and position being sought, and shall be submitted by April 1, of the contract year of the preceding year. Said letter shall be kept on file for a period of one year.
- 8.9 Requests for voluntary transfers may be honored considered as vacancies occur.
- When a vacancy exists, it shall be posted for at least five (5) school days in which school is in session. Job postings will include: Job Title; Job qualifications; duties and responsibilities, weeks per year and classification. There will be one job per posting. Internal applicants within the bargaining unit must be granted an interview, first (1st). Internal applicants within the bargaining unit must be afforded the opportunity for an initial interview as a priority. The position will be granted to the most qualified candidate, every effort will be made to select internal candidates when possible internal or external. The District agrees to notify the Union Association of any position elimination.
- 8.11 Lateral transfers, defined as the movement from one location or department to another where a vacancy exists with no change in rate of pay or classification, shall be granted on the basis of seniority within the **Association** (change all references of Association to Bargaining Unit throughout), provided the employee meets the minimum qualifications for the position. If two or more secretaries with the same seniority request the same position, the secretary whose name appears earlier on the District's alphabetical listing of employees shall be deemed more senior. Promotions, defined as the change in jobs to a higher rate of pay and classification, shall be granted on the basis of qualifications. If two (2) or more secretaries are equally qualified, the position shall be granted to the secretary with the higher seniority within the Association.
- 8.12 If a new job is created within the bargaining unit, the Employer will meet with the Union Association Representatives to negotiate the job classification, wage rate and number of weeks applicable to the position, within the existing job classification and structure. If parties cannot agree, the union reserves the right to see voluntary mediation of the disagreement by following the grievance procedure. Declaring a position as part-time is a reserved management right.
- 8.13 When a vacancy is posted during the time when less than 52-week secretaries are not scheduled to work, a copy of the posting shall be provided to the Union-Association president and secretary all bargaining unit members prior to the posting.
- 8.14 Employees filling a temporary vacancy that exist when the district are searching to fill a a vacancy will be considered a temporary secretary. Substitute secretaries are those filling a position in the absence of a permanent secretary being on leave.

Temporary and substitute employees are not subject to representation by this Union. If a temporary or substitute employees is hired permanently into this bargaining unit, the "permanent" hire date will be the seniority date.

Employees filling temporary vacancies during the district's search to fill a permanent position will be designated as temporary secretaries. Substitute secretaries are those who fill in for a permanent secretary on leave. Temporary and substitute secretaries are not covered by representation from this Association. However, if a temporary or substitute secretary is hired permanently into the bargaining unit, their seniority date will be the date of their permanent hire.

- 8.15 No temporary employee secretary shall be employed kept on a temporary basis longer than ninety (90) calendar days.
- 8.16 A substitute **secretary** filling in for an absent bargaining unit member may substitute for the duration of the bargaining unit member's absence, up to a maximum of twelve (12) months.
- 8.17 Upon request, On October first (1st), a current seniority list shall be provided to the Union—Association. Such a list shall contain name, address, date of hire, classification, building, seniority date and the employee's current rate of pay, level and step.

ARTICLE 9: TRAINING

- 9.1 With approval of the Superintendent, or his/her designee, employees bargaining unit members may register for district approved training classes, and upon successful completion, the District shall reimburse the employee for all fees.
- 9.2 Employees bargaining unit members receiving reimbursement in excess of \$500 for said training shall sign a written agreement with the District not to voluntarily leave the District's employment for a period of one (1) year following such payment.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 In the event any employee or the local Union is of the opinion that the employee has a grievance arising out of an alleged violation of any expressed provision of this Agreement, the following grievance procedure shall be used.

10.2 Steps of the Grievance Procedure

Step 1 of the Grievance Procedure: Informal Meeting with Immediate Supervisor

Step 1 of the grievance procedure shall be an informal meeting between the building principal or the immediate supervisor and the person with the alleged grievance (hereinafter referred to as the "grievant") and the Union Steward, if requested by the grievant. This first step of the grievance procedure shall take place within fifteen (15) working days of the occurrence or first knowledge of the incident leading to the grievance. The immediate supervisor shall have five (5) working days in which to provide a written response to the grievance.

Step 2 of the Grievance Procedure: Written Grievance to Immediate Supervisor

If the grievant is not satisfied with Step 1 response, or if no response has been received with five (5) working days of the Step 1 meeting, the grievant may submit a formal written grievance to his/her immediate supervisor within five (5) working days of the Step 1 informal meeting. The written grievance shall be specific; shall contain a synopsis of the facts giving rise to the alleged violation; shall cite the section(s) of this Agreement alleged to have been violated; shall contain the date(s) of the alleged violation; and shall be signed by the grievant. The immediate supervisor shall have five (5) working days in which to provide a written response to the grievance. Copies of the supervisor's response to the grievance will be sent to the grievant and the Union Steward.

Step 3 of the Grievance Procedure: Written Grievance to Director of Human Resources

If the grievant is not satisfied with Step 2 response, or if no response has been received with five (5) working days of its submission, the grievant may submit the grievance to the Director of Human Resources within five (5) working days. The Director of Human Resources will meet with the grievant and the Union Steward within ten (10) working days of its submission. The Director of Human Resources shall then have five (5) working days in which to provide a written response to the grievance. Copies of the Director of Human Resource's response to the grievance will be sent to the grievant and the Union Steward.

Step 4 of the Grievance Procedure: Written Grievance to Superintendent

If the grievant is not satisfied with Step 3 response, or if no response has been received with five (5) working days of the Step 3 grievance meeting, the grievant may submit the grievance to the Superintendent, with a copy to the Secretary of the Board of Education, within ten (10) working days. The Superintendent will meet with the grievant and the Union Steward within ten (10) working days of its submission. The Superintendent shall then have ten (10) working days in which to provide a written response to the grievance. Copies of the Superintendent's response to the grievance will be sent to the grievant and the Union Steward.

Step 5 of the Grievance Procedure: Mediation

If the grievance is not resolved through Step 4, then the parties shall within ten (10) days of the Unions receipt of Managements Step 4 answer, request the assistance of a Federal Mediation and Conciliation Service (FMCS) mediator. Such mediation will commence as soon as possible. The Company and the Union may mutually agree to waive mediation. If the mediation results in a satisfactory settlement, then the parties shall reduce it to writing. If no settlement is reached, the grievance shall proceed to the next step in the procedure.

Step 6 of the Grievance Procedure: Demand for Arbitration

If the grievant is not satisfied with Step 4 response, or if no response has been received with ten (10) working days of the Step 4 grievance meeting, the Union may file a demand for arbitration with the American Arbitration Association within thirty (30) working days. The power of the arbitrator stems solely from this Agreement, and his/her function shall be to interpret and apply

this Agreement and pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, disregard, alter, or modify any terms of this Agreement. Thirty (30) days after the arbitrator is confirmed as the arbitrator for the case, the Grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq. The District shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The District, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration. The decision of the arbitrator shall be final and binding on the Board, the Union, and the grievant, and there shall be no appeal of the arbitrator's decision, unless such decision shall extend beyond the limits of the power and jurisdiction herein conferred upon such arbitrator. The costs for the arbitrator's services shall be borne equally by the parties.

The time limits provided in this Article shall be strictly observed but may be extended only by written agreement of the parties. In the event that the grievant fails to appeal a grievance at any level within the particular time limit, the grievance shall be deemed to be abandoned and settled on the basis of the employer's last response. In the event that the Employer shall fail to supply a response to a particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step within the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.

A. **Definitions:**

Grievance: Any claim or dispute arising from the interpretation, application, or violation of the terms and provisions of this agreement or an alleged misinterpretation or misapplication of written policy not covered in this Agreement.

Grievant: A bargaining unit member, or group of bargaining unit members, who allege a grievance.

B. Purpose:

The primary purpose of the procedures set forth in this Article is to secure, at the lowest administrative level possible, equitable solutions to the stated grievance(s). Parties of interest agree that these proceedings shall be kept as confidential.

STEP ONE

Within ten (10) school days from the first day of knowledge of the occurrence of an alleged grievance, the grievant may discuss the grievance with the principal (or administrative supervisor) in an attempt to resolve the complaint informally. The grievant may request Association representation. If the grievance is resolved informally, the process ends. If no resolution is made within ten (10) school days of the discussion, the bargaining unit member may proceed to Step Two of the grievance procedure. The Association representative may visit the principal (or administrative supervisor) in a further effort to resolve the complaint.

STEP TWO

If the grievance is not resolved informally at Step One, said bargaining unit member may file the grievance in writing on the form provided in Appendix D and presented to the principal (or administrative supervisor). Within ten (10) school days of receipt of the formal grievance form, the principal (or administrative supervisor) shall meet with the grievant and/or Association representative in an effort to resolve the grievance. The decision on the grievance shall be rendered to the grievant and Association representative in writing within ten (10) school days.

If a grievance arises from the alleged action of an authority higher than the school principal (or administrative supervisor) or involves more than one building, the complaint will be presented to the appropriate administrator within ten (10) school days of the complaint.

STEP THREE

If the grievance is not resolved at Step TWO, a written notice of the grievance shall be hand delivered to the Human Resources Department within ten (10) school days of receipt of the principal's (or administrative supervisor's) disposition. The grievance shall include a copy of all that has transpired in Step One and Step Two. The Human Resource Department or designee shall meet with the grievant and/or Association representative within ten (10) school days of receipt of the grievance. The decision on the grievance shall be rendered to the grievant and Association representative in writing within ten (10) school days.

STEP FOUR

If the grievance is not resolved at Step THREE, the grievance may be submitted to the Superintendent by filing a written notice, hand delivered, to their office within ten (10) school days of receipt of the Human Resource Department disposition. The grievance shall include a copy of all that has transpired in Step One, Step Two, and Step Three. The Superintendent shall meet with the grievant and/or Association representative within ten (10) school days of receipt of the grievance. The decision on the grievance shall be rendered to the grievant and Association representative in writing within ten (10) school days.

STEP FIVE

If the grievance is not resolved at STEP 4, within ten (10) school days after receipt of the Superintendent's decision, the Association may submit the grievance to binding arbitration by providing the Superintendent or designee with written notice of its intent to seek arbitration.

Within ten (10) school days following receipt of notification to seek arbitration, the parties shall attempt to mutually select an arbitrator. However, if the parties are unable to mutually select an arbitrator, they shall be selected in accordance with the rules of the American Arbitration Association (AAA). Both the Superintendent or designee and the Association, in that order, shall have the right to strike a name until only one (1) name remains. The one (1) remaining name will be the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and

neither party shall be responsible for the expense of witnesses called by the other.

It shall be the function of the arbitrator to make the final binding decision based on the evidence found in arbitration hearings

D. Additional Information:

- 1. Timeline may be extended by mutual agreement in writing.
- 2. Any unresolved grievances filed upon or after May 15 shall be held in abeyance until the beginning of the following school year. When necessary, the Superintendent and the Association may agree to speed up the Grievance Procedure when the grievance is filed upon or after May 15.

E. INVESTIGATION

- 1. In Steps One and Two of this Procedure, it is understood that the principal (or administrative supervisor) may request two (2) other members of the administration to be present.
- 2. In Steps Three and Four, each party shall have the right to include in its representation appropriate administrators, witnesses and consultants to develop facts pertinent to the grievance.
- 3. As part of their investigation, the Superintendent, may meet with the grievant or any member of the bargaining unit in an effort to determine their disposition on the grievance. In no case, however, shall the grievant or any member of the bargaining unit be in such conference without an Association representative present.
- 4. It is also understood that, during the processing of any grievance, the bargaining unit member will continue, if requested, to teach their regular classes and to perform any duties and responsibilities assigned to them by their building principal.
- F. It shall be the general practice of all parties in the interest of the students to process grievances during times which do not interfere with assigned duties, provided, however, in the event it is mutually agreed by the grievant, the Association and the Board to hold proceedings during working hours, a bargaining unit member participating in any level of the Grievance Procedure, including binding arbitration, on their own behalf or on behalf of the Association, with any representatives of the Board, shall be released from assigned duties without loss of salary and/or leave time.
- G. If any bargaining unit member for whom a grievance is sustained in favor of the bargaining unit member and shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all professional compensation lost. Likewise, if they shall be found to have been improperly deprived of any professional compensation related to the grievance, the monetary amount involved shall be paid to them.
- H. In the course of investigating any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

- I. Every effort will be made to avoid involvement of students in all phases of the Grievance Procedure.
- J. A formal grievance may not be discussed, adjusted, or settled with the grievant without an Association representative being present. No adjustment or settlement of a grievance shall be inconsistent with the terms of this Agreement.
- K. The sole remedy available to any bargaining unit member for any alleged breach of this Agreement or any alleged violation, misinterpretation or misapplication of this Agreement or any alleged violation of their rights hereunder will be pursuant to the Grievance Procedure; provided, however, that nothing contained herein will deprive any bargaining unit member of any legal rights which they presently have. If a bargaining unit member elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- L. If an individual bargaining unit member has a personal complaint, which they desire to discuss with a supervisor, they are free to do so without recourse to the Grievance Procedure.

ARTICLE 11: UNEMPLOYMENT BENEFITS

11.1 Any employee that files for, and receives, unemployment benefits for any time period that his/her they are is not normally scheduled to work, and subsequently returns to a position in this bargaining unit after said time period, shall have his/her their hourly rate adjusted until said unemployment benefits have been repaid to the District.

ARTICLE 13: PROGRESSIVE DISCIPLINE

A Bargaining Unit Member may only be discharged, demoted, or otherwise disciplined for only reasonable and just cause. Discipline shall occur in accordance with the statutory requirements under the Madison District Public Schools Board Policy.

Discipline may include but is not limited to:

- Verbal warning and/or verbal reprimand
- Written warning and/or written reprimand
- Suspension
- Discharge
- Termination of employment or a resignation
- 13.1 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other people.
- 13.2 Copies of all disciplinary action placed in an employee's file shall be sent to the employee and the Union President.
- 13.3 The Employer may suspend the employee during the investigation. If the Employer feels there is just cause for discharge, the employee involved will be discharged. The employee and their Association representative will be notified in writing that the employee has been suspended and/or discharged.
- 13.4 Except for offenses which on first commission justify dismissal or cannot justify continued

employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that severity of the infraction should determine the degree of discipline to be imposed. Management reserves the right to determine the appropriate initial step to impose as discipline. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Schedule A Secretary Salary

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Steps 11- 15	Steps 16- 20	Step 25
Classification 1									
ECC Principal's Secretary									
Elementary Principal's Secretary	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
High School Principal's Secretary									
Middle School Principal's Secretary									
Classification 2	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
Administrative Secretary	- \$18.40	\$20.19	\$21.22	\$21.33	\$21.93	\$22.93	\$23.21	\$23.37	φ23.34
Classification 3	\$18.94	\$20.78	\$23.38	\$23.64	\$23.84	\$24.26	\$24.52	\$24.68	\$24.86
Accounts Payable Secretary	\$18.94	\$20.78	\$23.38	\$23.04	\$23.64	\$24.20	\$24.32	\$24.00	φ24.00

- Any member of the Union Association that receives a significant change in responsibilities may submit, for evaluation, a request for reclassification to the Superintendent or designee. Said request shall be made in writing.
- Placement on the Salary Schedule at hiring shall be at administrative discretion in order to have the option to give credit for relevant experience.
- A performance evaluation stipend of 1% to 2.5% of the total compensation salary for the current school year will be based on additional duties assigned and overall job performance during that school year. Recommendations must be submitted to the Superintendent or designee and approved by the immediate supervisor in June. If approved, payments will be made with the last payday in June.
- All Part-time secretaries hired after ratification shall be paid on General Secretary Other Classification.

- All bargaining unit members shall receive a one time ratification off schedule payment of five hundred dollars (\$500) in the first pay of the school year. Both parties agree to reconvene in November 15, 2024 to renegotiate ratification bonus.
- All bargaining unit members shall remain on their 2023-2024 pay step for the 2024-2025 school year. Both parties agree to reconvene on November 15, 2024 to renegotiate salary increases, contingent upon financial changes in the District.

APPENDIX A DORMANT POSITIONS

Classification 1

40 hours/week 48 weeks/year
40 hours/week 52 weeks/year
40 hours/week 52 weeks/year
40 hours/week 48 weeks/year
20 hours/week 52 weeks/year

Classification 2

Secretary to the Director of Elementary Ed.	40 hours/week 48 weeks/year

Classification 3

Data Processing Secretary	40 hours/week 52 weeks/year
Personnel/Technical Support	40 hours/week 48 weeks/year

Other Classification

Clerk/Typist	20 hours/week 48 weeks/year
General Secretaries	40 hours/week 48 weeks/year

Madison District Public School

WAGE Proposal for MHSA 24-25 Contract

Date: September 9, 2024

Madison District Public Schools agrees to provide members of the Madison Heights Secretarial Association with a one-time signing bonus of five hundred dollars (\$500) for the 2024-2025 school year, payable upon ratification of the contract by both the Board of Education and the Association.

All salary steps will be frozen for the 2024-2025 School Year. As a result, all bargaining unit members will remain at the salary step they occupied during the 2023-2024 School Year.

Furthermore, Madison District Public Schools agrees to reopen the contract for financial considerations after November 15, 2024, under any of the following conditions:

An increase in enrollment.

An increase in MDE Per Pupil Funding.

Passage of the Sinking Fund in the November 2024 election.

An audit reveals a fund balance higher than 7%.

Any additional increase in revenue that contributes to an increase in the fund balance.

If none of the above conditions are met, the contract will be reopened for financial considerations in May 2025 for the 2025-2026 contract.

T/A Association:	Date:
T/A Association:	Date:
T/A Employer:	Date:
T/A Employer:	Date: