

Regular Board of Education Meeting
Monday, September 23, 2024 7:15 PM Eastern

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

Crystal Beaver: Present
Merri Busch: Present
Rebecca Chambliss: Absent
Mary Harp: Absent
Cindy Holder: Present
Mark Kimble: Present
Gloria Thompson: Present
Present: 5, Absent: 2.

1. CALL TO ORDER

1.A. Pledge of Allegiance

1.B. Roll Call

1.C. Public Fundamental with Public Comments

2. ADMINISTRATION REPORT

Cell Phone Tower -

Attorney Jeremy Moetz gives an overview of cell phone tower contract with American Tower

Sinking fund flyer discussion

Outline of bus driver contract

Update on enrollment - 925 without Vlac 950

3. 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.

It is recommended that the Board of Education approve the Consent Agenda as presented. This motion, made by Gloria Thompson and seconded by Merri Busch, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

3.A. Approval of Minutes of the Board of Education for the Regular Meeting of Setpember 9, 2024

3.B. Approval of the Check Register for Payment as submitted in the amount of \$87,985.31.

3.C. Approval of the Personnel Report submitted by Human Resources on September 17, 2024

4. BOARD OF EDUCATION ACTION ITEMS

4.A. Approval of SetSeg Invoice Payment

Approval of Set seg Invoice Payment. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

4.B. Approval of Speech Pathologist Contract

Approval Of Speech Pathologist Contract. This motion, made by Gloria Thompson and seconded by Merri Busch, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

4.C. Approval of Madison Heights Secretary Association Contract

Approval Of Madison Heights Secretary Contract. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

4.D. Approval of Truth in Taxation Resolution

Approval as recommended. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

4.E. Approval of revised form L-4029

Approve as recommended. This motion, made by Crystal Beaver and seconded by Merri Busch, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

4.F. Reject American Tower Contract

Approve as recommended. This motion, made by Mark Kimble and seconded by Merri Busch, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

5. Superintendent Evaluation Training

6. Closed Session in Support of Section 8H of the Open Meeting's Act To Discuss Legal Opinion of Council

Closed Session 8H of the open meetings act. This motion, made by Merri Busch and seconded by Gloria Thompson, Passed.

Rebecca Chambliss: Absent, Mary Harp: Absent, Crystal Beaver: Yea, Merri Busch: Yea, Cindy Holder: Yea, Mark Kimble: Yea, Gloria Thompson: Yea
Yea: 5, Nay: 0, Absent: 2

Return from closed meeting at 9:30

7. 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.

MOTION TO ADJOURN. This motion, made by Crystal Beaver and seconded by Gloria Thompson, Passed.

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

Yea: 5, Nay: 0, Absent: 2

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
Present: 4, Absent: 3.

1. CALL TO ORDER

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 Opportunitites

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 -

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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

Madison District Public Schools

Paid Transaction Detail by Vendor

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
Vendor Total:										23.10
400007	AMARGE DEVELOPMENT	SC	110-271-0000-0000-000-0055-57410000	A 00108712	09/13/2024	07/19/2024	090924	Church parking lot lease		12,500.00
Vendor 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	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	16.18
400900	Amazon Capital Services Inc	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	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	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	110-252-0000-0000-000-0000-55990000	A 00108713	09/13/2024	09/03/2024	1DYT-NLXH-	Ring Battery Doorbell Plus Hea	P2500045	119.99
400900	Amazon Capital Services Inc	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	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	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	SC	110-122-0120-0000-004-0200-55990000	A 00108713	09/13/2024	08/22/2024	1X13-1L34-9QXF	Replacement Remote Control for	P2500030	22.99
400900	Amazon Capital Services Inc	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
Vendor 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
Vendor 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
Vendor 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
Vendor Total:										725.00
400867	Big Lakes Lawn care	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 Lawn care	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 Lawn care	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 Lawn care	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 Lawn care	SC	110-261-0000-0000-001-0001-54110000	A 00108716	09/13/2024	09/07/2024	152477	MES weed control 4		150.00
Vendor Total:										1,130.00

User: PERRY P - Patricia Perry

Report: OSAP5001 - OSAP5001: Paid Transaction Detail by Ve

Selection:

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Vers. 2

Current Date: 09/17/2024

Current Time: 11:07:54

Madison District Public Schools
Paid Transaction Detail by Vendor
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
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 Total:										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 Total:										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		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 Total:										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 Total:										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 Total:										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 Total:										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 Total:										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 Total:										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 Total:										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	P2500049	1,795.00
Vendor Total:										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 rental		920.80
Vendor Total:										920.80
400341	HEALTHQUITY INC		110-000-0000-0000-000-0000-24513600	A 00108754	09/16/2024	09/05/2024	2255/2401180	PAYROLL		1,488.08
Vendor Total:										1,488.08

User: PERRY P - Patricia Perry

Report: OSAP5001 - OSAP5001: Paid Transaction Detail by Vendor

Selection:

OH_DTL.[oh_ck_dt] <= '09/17/2024' AND OH_DTL.[oh_ck_dt] >= '09/01/2024'

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Vers. 2

Current Date: 09/17/2024

Current Time: 11:07:54

Madison District Public Schools

Paid Transaction Detail by Vendor

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
Vendor 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
Vendor 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
Vendor 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
Vendor 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 emergency repair		539.10
Vendor 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
Vendor 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
Vendor 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:Educator	P2500068	3,264.00
Vendor 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 (T	P2500019	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 -	P2500019	32.71
Vendor 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		14.68
100348	MADISON HEIGHTS PLBG	SC	110-261-0000-0000-004-0004-55990000	A 00108737	09/13/2024	08/22/2024	198821	Parts/Supplies		224.92
Vendor 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		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
Vendor 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		344.37

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Madison District Public Schools
Paid Transaction Detail by Vendor
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		110-000-0000-0000-000-0000-24513400	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 membership	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	SOLIAN HEALTH	SC	110-213-0013-0000-000-0200-53130000	A 00108745	09/13/2024	09/01/2024	21015879	PT Services		1,062.19
100572	SOLIAN HEALTH	SC	110-213-0011-0000-000-0200-53130000	A 00108745	09/13/2024	09/01/2024	21016388	OT Services		2,022.84
100572	SOLIAN HEALTH	SC	110-213-0013-0000-000-0200-53130000	A 00108745	09/13/2024	09/08/2024	21019812	PT Services		1,081.50
100572	SOLIAN 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		110-000-0000-0000-000-0000-24514200	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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Madison District Public Schools
Paid Transaction Detail by Vendor
 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	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

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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



**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:			(\$58,523.36)			
Total Transactions for this Claim:			(\$58,523.36)			

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 Stewart SLP, LLC (“Provider”) and Madison Public Schools (“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]



EXHIBIT A
Stewart SLP, LLC Rate Sheet
Contracted Speech-Language Services at Madison Public Schools
2024-2025 School Year

Item	Rate
<p><u>Deposit:</u></p> <ul style="list-style-type: none">• 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
<p><u>Services:</u></p> <ul style="list-style-type: none">• 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
<p><u>Minimum Weekly Pay:</u></p> <ul style="list-style-type: none">• 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
<p><u>Additional Hours:</u></p> <ul style="list-style-type: none">• 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 Madison Heights Secretary Association Contract as presented.

AGREEMENT

This Agreement entered into this 1st day of ~~January~~ **July**, 2021~~4~~ 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 ~~clerks, 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)**
- Layoff**

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~~(1.5)~~ **(1.5)** hours of compensatory time for each hour of employment exceeding eight (8) hours.
 - 2) One and one-half~~(1.5)~~ **(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.
- 6.9 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~~(2.5)~~ **(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~~ **employees 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 its 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 full-time 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~~ **employees bargaining unit member** laid-off, such ~~employees~~ **employees bargaining unit member** shall be recalled in the reverse order of lay-off. ~~employees~~ **employees bargaining unit members** recalled must meet the qualifications for the position for which they are recalled. ~~employees~~ **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.
- 8.10 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	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
ECC Principal's Secretary									
Elementary Principal's Secretary									
High School Principal's Secretary									
Middle School Principal's Secretary	\$18.40	\$20.19	\$21.22	\$21.55	\$21.95	\$22.95	\$23.21	\$23.37	\$23.54
Classification 2									
Administrative Secretary	\$18.94	\$20.78	\$23.38	\$23.64	\$23.84	\$24.26	\$24.52	\$24.68	\$24.86
Classification 3									
Accounts Payable Secretary									

- 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

Assistant Principals Secretary	40 hours/week 48 weeks/year
Counselor's Secretary Secondary	40 hours/week 52 weeks/year
Special Services Secretary-2 positions	40 hours/week 52 weeks/year
Community High School Secretary	40 hours/week 48 weeks/year
Food Service Secretary	20 hours/week 52 weeks/year

Classification 2

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

Agreement

between

MADISON DISTRICT PUBLIC SCHOOLS

26524 John R Road Madison Heights, MI 48071-3612

and

Madison Heights Secretary Association

AGREEMENT

This Agreement entered into this 1st day of July, 2024 by and between the Board of Education of Madison District Public Schools, County of Oakland, Michigan, herein called the "Board" and the Madison District Secretarial Association (MDSA/MEA/NEA) herein called the Association"

ARTICLE 1: RECOGNITION

1.1 For purposes of collective bargaining and for the duration of this Agreement, the Board hereby recognized the Association as the sole and exclusive bargaining representative for all employees who belong to the Madison District Secretarial Association.

1.2 The association shall consist of all full time and regularly scheduled part-time Secretaries, Administrative Assistants and Accounts Payable Administrative Assistants.

Excluding: the secretary to the Superintendent, temporary or substitute employees, student help, and all others.

1.3 Association Rights and Responsibilities

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

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

Upon request in advance, the bargaining unit member shall have the right to see all material in 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.

1.4 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:

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

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)
- Layoff

ARTICLE 2: HOLIDAYS

2.1 Employees scheduled to work less than fifty-two (52) weeks per year shall receive pay during student breaks. For Balance Calendar schools, two-week hiatus scheduled throughout the year is not considered "student breaks" for purpose of this Article, those weeks are a replacement of unpaid summer weeks, thus still resulting in a less than fifty-two (52) week employee, but will have a minimum forty-eight (48) week work year. Upon the administrator's request, the employee may be required to work if there are student's present. If the District decides to move all schools to a balanced calendar year the District and the Union will sit down and discuss this change in work schedule. This will not interfere with any state or federal law.

2.2 Paid holidays for employees of this bargaining unit shall be as follows. To be a paid holiday, the holiday must fall within the employee's normal work year.

Friday before Labor Day* Labor Day	January 1
Wednesday before Thanksgiving* Thanksgiving Day	Martin Luther King's Birthday* Thursday before
Friday after Thanksgiving Christmas Eve Day	Easter*
Christmas Day	Good Friday Monday after Easter Memorial Day July 4
December 31	

*Shall be a paid holiday only for that portion of the day that school is not in session.

For purpose of this Article, if students are in session on any listed paid holiday, that is no longer considered a paid day off and employees will report to work as a normal scheduled day. In the event this takes place the forty-eight (48) week employees will receive a floating holiday to be taken after students are out of session, not fiscal year for the district.

2.3 Any absence (vacation, personal, or comp time) the day before, or after, a holiday is not reimbursable without submission of cause and prior approval from the immediate supervisor.

ARTICLE 3: LEAVE DAYS

3.1 Employees shall be granted sick leave at a rate of one half($\frac{1}{2}$) a day per pay period for the first two (2) pay periods of each month that the employee works. If the employee works less than thirty hours per week than they are ineligible for accruing sick time. Time granted shall be the same as that worked during the normal day. Sick leave accumulates to one-hundred twenty (120) days. Employees with more than one-hundred twenty (120) days accumulated as of July 1, 2006, shall be allowed to accumulate a maximum of one-hundred eighty (180) days.

3.2 Any employee of the District who becomes a member of this bargaining unit, after July 1, 1999, shall carry over any sick days that he/she may have accumulated. The accumulated sick days shall be pro-rated according to the hours that he/she worked in his/her previous bargaining unit position. (For example, if he/she previously worked four hours, he/she will carry over one half($\frac{1}{2}$) sick day.)

3.3 Each employee shall be granted two (2) personal leave days per year: fifty-two (52) week employees, one (1) day in July and one (1) day in January; forty (40) to forty-eight (48) week employees, one (1) day in September and one (1) day in February. New employees will be granted personal leave in proportion to time worked to the nearest half($\frac{1}{2}$) day. Personal leave shall not

be used the day preceding or following a paid holiday. Unused personal leave shall accumulate as sick leave. Sick leave days may be converted to personal leave days upon approval of the Superintendent or his/her designee.

3.4 Employees using leave days shall report their absence to AESOP at least one (1) hour before the time that they would normally report to work. Failure to report said absences may result in the use of a leave day being denied and the employee being docked.

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.

3.6 With the approval of the Superintendent, or his/her designee, employees may use up to three (3) days, five (5) days if more than 250 miles, to attend a funeral of a member of their immediate family (grandmother, grandfather, father, mother, brother, sister, niece, nephew, brother/sister-in-law, mother/father in-law, wife, husband, child, grandchild, aunt, uncle and applicable step family) nondeductible from their sick bank. The decision of whether or not to approve such a request shall not be arbitrary or capricious. Any additional days granted shall be deducted from the employee's individual sick bank.

3.7 Employees called for jury duty will suffer no loss of sick or personal leave days or compensation while on jury duty. Employees who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Proof of jury duty days shall be made to the school district within fifteen (15) school days after the receipt of the payment for jury duty.

3.8 An employee scheduled to work on a day that students and teachers are not required to be present because of the cancellation of school by the superintendent or his/her designee as a result of an Act of God, shall not be required to report for work and shall be paid for his/her complete shift, provided the day (in whole or in part) does not need to be made up. If the day (in whole or in part) does need to be made up in order to meet the State's requirement for minimum hours of instruction, employees shall report on the make-up day(s) and shall be paid at their regular rate for hours worked. An employee sent home for a partial day under said conditions stated above will be paid for a minimum of two (2) hours or actual time worked, whichever is to the employee's advantage.

3.9 **Extended Leaves of Absence**

An employee who is unable to work because of personal illness or disability may request a leave of absence, for up to twelve (12) months. Requests should be submitted, in writing, to the Superintendent of Schools or his/her designee. The employee shall use accumulated sick days; once sick days are exhausted; the remainder of the approved leave shall be without pay. An employee desiring to return from leave shall notify the Superintendent or his/her designee, in writing, and provide medical verification that the employee is able to perform the duties of the position to which he/she is returning. Such notification and verification shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Upon return from such leave that is six (6) months or less in duration, the employee shall return to the same position vacated for the leave. Upon return from such leave that is more than six (6) months in duration, the employee shall return to a comparable position in terms of hours, work week, and wages. The employee's step on the salary schedule shall be the same as before he/she started the leave; no credit will be granted for the period of the leave.

The failure of an employee to return to work upon expiration of an approved leave will subject the employee to termination unless an extension is granted.

An employee who wishes to take a personal leave must submit a request, in writing, to the Superintendent of Schools or his/her designee. A personal leave may be granted for up to ninety (90) days, without pay.

ARTICLE 4: VACATIONS

4.1 Fifty-two (52) week employees shall receive the following vacation time based upon their length of consecutive employment with the District as of June 30 of each year:

Less than one (1) year	Prorated
One (1) year	One (1) week
Two (2) years through five (5) years	Two (2) weeks
Six (6) years through eight (8) years	Three (3) weeks
Nine (9) years through eleven (11) years	Four (4) weeks
Twelve (12) years or more	Five (5) weeks
Fifteen (15) through nineteen (19) years	Five (5) weeks+ one (1) day
Twenty (20) through twenty-four (24) years	Five (5) weeks+ two (2) days
Twenty-five (25) years or more	Five (5) weeks+ three (3) days

4.1 Level 3, less than fifty-two (52) week employees shall receive pay over breaks but shall receive no vacation. Employees hired before February 26, 2013 shall have their accrued vacation that was earned by this date frozen and payable upon separation from District employment.

4.2 Vacation days must be approved by the employee's supervisor. Vacation day approvals may only be rescinded by mutual consent.

4.3 Fifty-two (52) week members may carry a maximum of ten (10) unused vacation days may be rolled over to the following contract year.

4.4 Anyone hired after ratification of contract, length of consecutive employment for this Article is for "in unit" and not with district employment.

ARTICLE 5: RETIREMENT

5.1 After fifteen (15) years of employment with the District, members hired before 9/1/2005 who retire under the State Retirement Board shall be paid for total accumulated sick (up to 120 days) and vacation days times his/her daily rate of pay at the time of retirement.

5.2 Members of the bargaining unit who qualify for, and take retirement benefits, and have at least fifteen (15) years of service with the District, shall receive five thousand dollars (\$5,000) severance pay upon retirement.

Members hired after 9/1/2005, and has fifteen (15) years of consecutive employment in this unit, who terminated his/her employment and accepts retirement from the State Retirement Board shall be paid for accumulated sick and vacation days' (up to 75 days) times half their daily rate at the time of retirement.

5.3 Any compensation due an employee, or his/her estate, from this Article, shall be payable during the month of January following the termination of employment.

5.4 Any members of the Union who work four (4) hours per day, or less, shall only receive one-half (½) year credit for each full year worked toward eligibility for retirement benefits.

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** 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:

- One and one-half(1.5) hours of compensatory time for each hour of employment exceeding eight (8) hours.
- One and one-half(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.

6.9 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 (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 7: INSURANCE

IUOE Local 324 is proposing to review all Health Care SPD and verify employer cost.

7.1 Secretaries will have access to same insurance opportunities as other bargaining units. Members of the Union shall be eligible to receive the following benefits in accordance with the annual provisions set forth in PA-152.

The Board shall make payments for health insurance coverage (the "Plan") for all eligible employees, (those not taking cash in lieu) and his/or spouse and eligible dependents toward the Union's preferred health insurance plan in a combined monthly amount not to exceed the following monthly amounts (minus any deductions listed below paid per eligible employee during the plan year January 1, 2021 through December 31, 2021, the Board shall make the following monthly payments:

- Single: \$587.49
- Employee and Spouse: \$1,227.58
- Family: \$1,689.00

The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted over 26 pays. After the 2021 plan year, the Board will pay up to the health insurance cap identified in the Michigan Department of Treasury's public employer contribution memorandum.

These rates will be adjusted annually in October (month can be adjusted with notice to members) based upon the CPI index. Insurance costs beyond the District contribution will be deducted from the employees check.

7.2 Hospitalization:

PAK A Medical Plan

MESSA Choices

IN-Network Deductible: \$500 Single/\$1000 Family

In-Network CoPay: \$20 Office Visit/\$25 Urgent Care/\$50 ER In-Network OOP Cap: \$1000 Single/\$2000 Family

Out-of-Network Deductible: \$1000 Single/\$2000 Family

Out-of-Network Coinsurance: 20% of approved amount after deductible is met Out-of-Network OOP Cap: \$2000 Single/ \$4000 Family

Prescription Coverage: MESSA Saver Rx

Dental Vision

Long Term Disability Life Insurance

PAK B Medical Plan

Dental Vision

Long Term Disability Life Insurance

7.3 Long-Term Disability:

66 2/3% of wages - 90 day waiting period.

7.4 Life Insurance:

\$20,000 *ADID*

7.5 Dental Insurance:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

7.6 Optical:

Full family plan as described in the specifications submitted to the insurance carrier selected by the Board.

7.7 General Insurance Provisions:

Failure of an insurance company to provide any of the benefits for which it was contracted, for any reason, shall not result in any liability to the Board.

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. Changes in family status shall be reported by the employee to the Board within thirty (30) days of such change. The employee shall be responsible for any overpayment of premium made by the Board on his/her behalf or failure to comply with this paragraph, and the Board is specifically authorized to deduct any such wage from future wages.

The Board, by payment of the premium 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.

New full-time employees' insurance shall become effective when they have completed their probationary period, and they have met the carrier's requirements.

There shall be no duplication of insurance. The employee must notify the personnel office of any personal insurance coverage or coverage on a spouse's or family's insurance plan. If the employee is covered by any other insurance, the Board's obligation under this provision shall be waived, and if any payments have been made by the Board, the employee shall reimburse the Board for said payments.

Any employee, who is eligible for health care benefits, and chooses not to participate in the health care program, shall receive one hundred dollars (\$100) per month additional compensation. If two or more employees, in this bargaining group, opt not to participate in the health care program, the amount of compensation shall be increased by ten dollars (\$10) per month for each additional employee who chooses not to participate.

Part-time secretaries (35 hours or less per week) will be provided premium payment in proportion to time worked.

Employees shall have the option to purchase, through payroll deduction, voluntary term life insurance and voluntary long-term care insurance.

ARTICLE 8: SENIORITY /LAY-OFF /RECALL

8.1 **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 bargaining unit member's seniority shall be terminated and his/her rights under this Agreement forfeited for the following:**

- Discharge;
- Retirement or;
- Resignation

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

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.****

8.5 **If the District determines that one (1) or more bargaining unit member shall be laid-off for more than five (5) consecutive work days, the District shall lay-off the less senior bargaining unit member, providing that there are qualified 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 bargaining unit members maintain the skill and abilities to perform the duties.**

8.6 **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. 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. 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 bargaining unit member laid-off, such bargaining unit member shall be recalled in the reverse order of lay-off. bargaining unit members recalled must meet the qualifications for the position for which they are recalled. 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 **Bargaining unit members wishing a voluntary transfer of assignments shall submit a letter to the office of the Superintendent or designee, requesting said transfer. The letter shall state the location and**

position being sought, and shall be submitted by April 1, 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 **considered** as vacancies occur.

8.10 When a vacancy exists, it shall be posted for at least five (5) **school** days Job postings will include: Job Title; Job qualifications; duties and responsibilities, weeks per year and classification. 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**. 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** provided the employee meets the minimum qualifications for the position. 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 **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 **Association** president and **all bargaining unit members**.

8.14 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.

ARTICLE 9: TRAINING

9.1 With approval of the Superintendent, or his/her designee, **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 **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

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.

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 11.1 Any employee that files for, and receives, unemployment benefits for any time period that ~~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 12: LONGEVITY PAY

12.1 Any member of this bargaining unit with a minimum of sixty (60) days cumulative in his/her sick bank, and having completed in the prior contract year the specified consecutive years of service with the district, shall receive additional compensation as longevity pay as follows:

Ten(10) Through fifteen (15) Years	\$1000
Fifteen(15) through Nineteen(19) Years	\$1500
Twenty(20) through Twenty-Four(24) Years	\$1800

Twenty-Five(25) or More Years	\$2000
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12.2 Said longevity compensation shall be paid in lump sum payment no later than the last pay in November of each contract year.

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.**

ARTICLE 14: MISCELLANEOUS

"An emergency manager appointed under the Local Financial Stability and Choice Act MCL 141.541 et seq., may reject modify, or terminate this Agreement as provided in that Act."

ARTICLE 15: DURATION

This Agreement shall become effective January I, 2021, and shall remain in full force until midnight June 30, 2024.

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									
Classification 3	\$18.94	\$20.78	\$23.38	\$23.64	\$23.84	\$24.26	\$24.52	\$24.68	\$24.86
Accounts Payable Secretary									

- 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.
- **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

Assistant Principals Secretary	40 hours/week 48 weeks/year
Counselor's Secretary Secondary	40 hours/week 52 weeks/year
Special Services Secretary-2 positions	40 hours/week 52 weeks/year
Community High School Secretary	40 hours/week 48 weeks/year
Food Service Secretary	20 hours/week 52 weeks/year

Classification 2

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