
Agreement

between MATTAWAN CONSOLIDATED SCHOOL VAN BUREN AND KALAMAZOO
COUNTIES, MICHIGAN

and

KALAMAZOO COUNTY EDUCATION ASSOCIATION

JULY 1, 2013- JUNE 30, 2016



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AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between MATTAWAN CONSOLIDATED SCHOOL, VAN BUREN AND KALAMAZOO COUNTIES, acting by and through its Board of Education (“Employer”) and the KALAMAZOO COUNTY EDUCATION ASSOCIATION (“KCEA”) and the MATTAWAN EDUCATION ASSOCIATION (“Association”);

ARTICLE 1

Recognition and Separability

1.1 Recognition.

The Mattawan Consolidated School Board of Education, hereinafter "Employer" or "District," hereby recognizes the Mattawan Education Association, MEA/NEA, hereinafter the "Association," as the sole and exclusive bargaining representative for the purposes of and as defined in the Public Employment Relations Act (PERA), as amended, for all certified personnel holding positions requiring certification, whether full-time or part-time, whether under verbal or written contract, on leave, on layoff, employed or to be employed by the Employer performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom bargaining unit members (K-12, special education, continuing, probationary), counselors, librarians, and media specialists. Newly created positions similar to those above shall be included in the bargaining unit. The Association recognizes that the Superintendent, Assistant/Associate Superintendent and other Administrative personnel as defined by Michigan Public Employment Relations Act (PERA) are excluded from the bargaining unit as well as principals and other employees whose responsibilities are supervisory within the meaning of PERA.

1.2 Terms.

The term "bargaining unit member" and “employee” as used herein shall refer to all employees within the recognized bargaining unit set forth above.

The terms “bargaining unit member” and “employee” shall include certificated and/or highly qualified employees within the recognized bargaining unit set forth above. “Certificate” shall include a provisional, permanent, life, continuing, professional education, temporary vocational authorization, full vocational authorization and occupational education certificate. Said terms shall also include those individuals employed pursuant to MCL 380.1233 and MCL 380.1233(b) and those individuals employed pursuant to an annual vocational authorization or other temporary approval as defined in the State Board of Education administrative rules.

1.3 Provisions.

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

It is further agreed that within ten (10) work days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal. If the parties do not reach and ratify an amendment to the

Agreement within thirty (30) work days, the matter may be referred to binding interest arbitration by either party. The rules of appointment and procedure of the American Arbitration Association will be followed in such arbitration.

ARTICLE 2

Bargaining Unit Member Rights and Protection

2.1 Concerted Activity.

Pursuant to the Michigan Public Employment Relations Act (PERA) as amended, MCLA 423.201 et seq., MSA 17.455(1) et seq., the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

- A. The Association shall have the right to use school buildings as specified in School Board Policy.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, before or after school hours, providing that this shall not interfere with or interrupt normal school operation.
- C. One bulletin board will be permitted in each bargaining unit member's lounge, to avoid student involvement, for the purpose of posting matters of Association concern. The Association may use bargaining unit member mailboxes and/or school email for communication to bargaining unit members.
- D. The Board agrees to make available to the officers of the Association information pertinent to collective bargaining purposes only after it has been presented to the Employer at a regular meeting or to another government agency. The Association shall specify the information desired, and purposes for which it is intended. Original records are to be examined only at the central business office of the Employer. The Employer shall be reimbursed for extra expenses incurred in furnishing information or making records available.
- E. The Employer, through the Superintendent, will keep the Association informed on any new or modified educational program and attempt to give the Association an opportunity to advise the Employer with respect to said matters prior to their adoption and/or general publication.

2.2 Rights.

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

2.3 Reasonable Accommodation of Disabled Employees.

A. The Employer shall make reasonable accommodation on an individual, case-by-case basis to the known physical or mental limitations of an otherwise qualified individual with a disability, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

B. A reasonable accommodation may include, but is not limited to:

1. Accessibility of District facilities;
2. Job restructuring;
3. Part-time or modified work schedules;
4. Acquisition or modification of equipment or devices;
5. The provision of readers or interpreters; or
6. Other similar actions.

C. The Employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.

D. A specific plan of accommodation proposed by an affected employee and the Association which is reasonable will be accepted by the Employer.

E. An accommodation will not violate any of the provisions of this Agreement (bumping, seniority, etc.) without authorization by the Employer and the Association.

F. In determining whether a proposed accommodation is reasonable and not an undue hardship, the Employer will look to the factors set forth in the Americans with Disabilities Act (ADA) and §504 of the Rehabilitation Act of 1973.

2.4 Association Representation.

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting that will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

2.5 Personnel File.

A. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract

administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

- B. If there is a request for the access to a bargaining unit member's personnel file, the following procedures will be used. The citizen will be asked to file the request under the Freedom of Information Act (FOIA). The Human Resources Department will wait five (5) work days to respond to the request. If needed, the Human Resources Department will request a ten (10) work day extension. It is the responsibility of the bargaining unit member (or Association) to determine whether they choose to block the request. If so, the bargaining unit member (or Association) may file for an injunction which would prohibit the District from releasing personnel file information.

2.6 Complaints.

Any complaint directed toward a bargaining unit member shall be called to the bargaining unit member's attention in writing within five (5) school days or completely dismissed as an issue. Upon receipt of any such complaint, the School shall make every effort to resolve the matter which may include a meeting between the parties involved.

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

2.7 Assaults and Property Loss/Damage.

Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member when possible to prevent injury. The Employer will reimburse the bargaining unit member for the cost of legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit member the costs (including replacement, and/or deductible, and additional premium) for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, and/or personal property, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not occasioned by the negligence of the bargaining unit member.

- 2.8 **Committee Membership.**
The District shall indemnify and otherwise hold harmless any bargaining unit member serving as a participant on District, state or federally mandated committees. At District expense, the bargaining unit member(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.
- 2.9 **Bargaining unit member Desk and Files.**
Bargaining unit members' desks and files shall not be opened or inspected without consent of the bargaining unit member. However, it is recognized by the Association that, in emergencies, the desk and files of bargaining unit members may be opened and materials necessary for the operation of the School be taken from them and used.
- 2.10 **Freedom of Information Act (FOIA).**
When a FOIA request has been made by a citizen/organization for a bargaining unit member's files the Human Resources Department will require that the proper paperwork under FOIA law be filed by the citizen/organization before responding to the request. Upon the FOIA request the Human Resources Department will notify the employee within 24 hours that a FOIA request has been made for their files. At that time the bargaining unit member will be informed of what the citizen/organization has access to under FOIA law and specifically what has been requested in that particular action. The Human Resources Department will wait the maximum amount of time allowed by law to respond to the request and grant the request. The only part of the bargaining unit member file that will be voluntarily promulgated pursuant to the FOIA is that portion that complies with law and the request.

ARTICLE 3 Management Rights

- 3.1 **Management Rights.**
Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer had prior to the certification of the Association.
- 3.2 **Emergency Manager.**
An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531 may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531.

ARTICLE 4 Bargaining Unit Member Representation

4.1 Agency Fee Agreement.

The Board of Education of the Mattawan Consolidated School District (“Employer”) and the Mattawan Education Association, MEA/NEA (“Association”) desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive benefits of representation by the Association without paying their fair share for those benefits. The Employer and Association acknowledge the Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.
- B. The procedure in all cases of non-payment of the service fee shall be as follows:
 1. The Association shall notify the member of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency, and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days, he/she shall be reported to Employer and a deduction of service fee shall be made from his/her salary; and
 2. If the member fails to comply, the Association shall give a copy of the letter sent to the delinquent member and the following written notice to Employer at the end of the fourteen (14) day period:

“The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under the Agency Fee Agreement and demands that under the terms of this Agreement, Employer deduct the delinquent service fee(s) from the collective bargaining unit member's salary. The Association certifies that the amount of the service fee includes only those items authorized by law”; and
 3. Employer, upon receipt of said written notice and request for deduction, shall act pursuant to Section A above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate among bargaining unit members.

4. If during the term of this Agency Fee Agreement it shall become unlawful for the Employer to deduct the service fee from the pay of a bargaining unit member, then the Employer shall terminate the employment of the bargaining unit member for failure to comply with this Agency Fee Agreement. If discharge shall become an unlawful remedy, the Association shall have the right to pursue any other lawful remedies.
- C. With respect to all sums deducted by Employer pursuant to this Article, Employer agrees to promptly disburse said sums directly to the Association.
 - D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his/her salary, may object to the use of the service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.
 - E. The Association agrees, upon timely request, to defend Employer, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, and to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement, provided, however, that:
 1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,
 2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and
 3. If Employer, Its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense; and
 4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and
 5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer.
 - F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.

- G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.
- H. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that Agreement.
- I. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2016. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in another agreement between the parties shall immediately go into full force and effect for the length of time allowed by that Agreement.
- J. Should a court or administrative agency of competent jurisdiction determine that this Agency Fee Agreement is just cause for punitive financial action against the Mattawan Consolidated School District, and the district actually incur punitive financial loss, the Agency Agreement between the Mattawan Consolidated School Board and the Mattawan Education Association shall be rendered null and void.

4.2 Direct Deposit.

All employees hired after July 1, 2009 must select an administratively sponsored financial institution for direct deposit of regularly scheduled bi-weekly monetary compensation.

ARTICLE 5 Professional Services

Although the parties recognize that the professional commitment of a bargaining unit member cannot be precisely measured, it is agreed that:

5.1 School Calendar.

The Employer shall prepare, after negotiation and agreement with the Association, calendars for the 2013-2014, 2014-2015 and 2015-2016 school years. Discussions regarding the calendar portion of the contract shall be completed by December 31, 2013.

In order to give community members, school employees and school leadership adequate time to plan, the following essential starting times and vacation period will be agreed upon for the duration of this Master Agreement:

- A. Each year there will be one hundred and eighty-six (186) work days for bargaining unit members.
- B. At least three (3) orientation/ professional development days may be scheduled by the District prior to the first student days.
- C. There may be up to four (4) additional days of orientation for new bargaining unit members before the beginning of the work year for presently employed bargaining unit members to be compensated at the hourly rate.
- D. A two-week winter recess shall follow the Van Buren Intermediate calendar in accordance with State law.
- E. Spring recess will be scheduled based upon the following formula:
 - 1. Spring recess shall follow the Van Buren Intermediate calendar in accordance with State law.
 - 2. The Friday preceding the Monday before Spring Break shall be an additional day of spring recess.
- F. The school calendar shall, at a minimum, and subject to the provisions of 5.1A through 5.1E above, be developed to meet the necessary requirements assuring that the District qualifies for all possible financial aid from the Michigan Department of Education.
- G. The calculation of days and half-days shall be based on requirements set forth by Federal and State laws.
- H. There shall be a minimum of five (5) half days for records.
- I. There shall be parent/bargaining unit member conferences, provided that compensatory time shall be given for time in excess of the normal scheduled professional day.

5.2 School Day.

The normal school day for students shall be not more than seven (7) hours and five (5) minutes. The normal scheduled professional day for each bargaining unit member shall be seven (7) hours and twenty (20) minutes for a normal work week consisting of five (5) days. Contact time must meet State required student hours.

- A. K-5 classroom bargaining unit members shall report to work no later than ten (10) minutes before the beginning of the first class and shall not leave earlier than five (5) minutes after the final class of the day.

B. 6-12 classroom bargaining unit members shall report to work no later than ten (10) minutes before the beginning of the first class and shall not leave earlier than ten (10) minutes after the final class of the day.

5.3 K-5 Classroom Bargaining unit members.

The normal work week for a full-time bargaining unit member regularly assigned as a K-5 classroom bargaining unit member shall include:

A. A minimum of three hundred (300) minutes per week for preparation.

B. A duty free lunch period of thirty (30) minutes each day.

K-5 bargaining unit members' duties shall not include responsibility for cafeteria, playground or recess supervision.

5.4 6-8 Classroom Bargaining unit members.

The normal work week for a full-time bargaining unit member regularly assigned as a 6-8 classroom bargaining unit member shall include:

A. A minimum of three hundred (300) minutes per week for preparation. The length of each preparation period shall be as long as can be arranged by the schedule.

B. A duty free lunch period of thirty (30) minutes each day.

5.5 9-12 Classroom Bargaining unit members.

The normal work week for a full-time bargaining unit member regularly assigned as a 9-12 classroom bargaining unit member shall include:

A. Five (5) preparation periods with a minimum of three hundred (300) minutes per week for preparation.

B. A duty free lunch period of thirty (30) minutes each day.

5.6 Other Bargaining unit members.

The normal work week for a full-time bargaining unit member regularly assigned as a librarian, guidance counselor, music, art or other special programs shall include:

A. Preparation time substantially equivalent to the grade group to which assigned for which support services are provided.

B. A duty free lunch period of thirty (30) minutes each day.

C. It is agreed that beginning and ending dates for each school year may differ from the Master Agreement for counselors so that counselors may accommodate scheduling needs, as follows:

1. There must be a mutual agreement between the administration and counseling staff regarding the alteration in scheduling days worked.

2. The schedule may deviate up to and including five (5) days from the normal schedule.

3. The total number of days worked from July 1 through June 30 of any given year shall be the same total number as bargaining unit members according to the current Master Agreement for the applicable year.

5.7 Part-Time Classroom Bargaining unit members.

The normal work week for part-time bargaining unit members shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned. Part-time bargaining unit members are required to attend all professional development, staff meetings and parent conferences unless excused by the principal of the building in which the bargaining unit member has the majority of his/her teaching assignment.

5.8 Compensation Outside the Work Day.

Special Education: Individualized Education Plan (IEP's) and Section 504 meetings, Additional Open Houses.

A. Consistent with current practices, staff meetings, IEPs, team meetings, and committee work are important aspects of a bargaining unit member's professional responsibilities. Bargaining unit members are expected to attend these meetings, unless excused by the principal.

B. If a bargaining unit member is required to work outside the regular work day, there will be compensation in the form of leave time granted for the excess time. A bargaining unit member shall not be required to attend more than two (2) outside the workday meetings in a month except when required by law. All efforts will be made to schedule these meetings during the school day using release time from class for the bargaining unit member. In no case, shall a bargaining unit member be required to attend during their duty free lunch period, but may choose to do so in exchange for compensation as outlined below in Section C. These meetings may be scheduled during the bargaining unit member's planning period.

C. The time will be tracked in no less than quarter hour ($\frac{1}{4}$) increments on the "Compensation Outside the Work Day Form" See Appendix A. Each time a meeting has been attended; the time shall be recorded on the required form and be signed off by both the bargaining unit member involved and building principal or their appointee. The time accrued shall be tracked by the building principal (or appointee) and submitted to the Central Office on a quarterly basis.

The bargaining unit member will have the choice of using his/her accumulated time as sick or personal business time. This time will be added to the bargaining unit member's leave totals.

The above mentioned meetings are over and above the allowable scheduled staff meetings talked about in Section 5.9 of the Master Agreement.

5.9 Application.

Preparation time shall be used for the preparation of professional assignments, grading of examinations, conferences and related professional activities. A duty free lunch period shall not be interrupted by assigned activities. Each bargaining unit member shall participate in activities which have customarily been performed by bargaining unit

members employed by the Employer. Staff meetings may be scheduled four (4) hours per month, with a maximum of two (2) hours per week with no more than one (1) two (2) hour meeting per month. No meeting will be scheduled the day before or the day after conferences, holidays or break periods. Meetings may be held either before or after school at the discretion of each building as determined by the principal.

Bargaining unit members are responsible for being available for potential inclement weather make-up days. It is suggested that bargaining unit members plan summer activities so they do not occur immediately after the scheduled end of the school year. Special leaves with or without pay will not be available for make-up days.

Professional development and curriculum work is an important function of the school district.

- A. Professional development and curriculum work that is specifically requested by the District at times other than the usual activities that occur within the typical parameters of the school year shall be remunerated as provided in Schedule B. If the activity or work occurs during the summer, the rate of pay will be computed at the current contract rate.
- B. The Association and the School District encourage bargaining unit members to participate in such activities to enhance quality instruction and common focus.
- C. Bargaining unit members will be paid for time actually engaged in the scheduled activity.
- D. Breaks shall typically be fifteen (15) minutes every two (2) hours. Lunch breaks shall be one (1) hour in length. Breaks and lunch periods shall be unpaid.
- E. There may be an activity that a bargaining unit member desires to attend other than those specified and requested by the District. In those cases, the District may elect to pay fees or other expenses on a case by case basis depending on the topic and available funds.

5.10 Substitute Teachers.

The Employer agrees at all times to maintain an adequate list of substitute teachers. The Employer shall establish a written procedure for reporting a bargaining unit member's unavailability for work. Once a bargaining unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE 6

Special Employer Support

6.1 Special Student Programs.

- A. The Employer will give attention whenever and wherever possible in providing reasonable support and assistance to bargaining unit members with respect to children having special physical, mental and/or emotional problems. Whenever it appears that a particular pupil requires the attention of special counselors, social

workers, physicians or other professional persons, the Employer will take reasonable steps to assist the bargaining unit member in securing such aid.

- B. Removal of a student from the classroom whose presence infringes upon the educational pursuits of the balance of the class shall be undertaken in accordance with Section 380.1311 and 380.1300, of the School Code of 1976, as amended, State of Michigan and School Board Policy, which provide specific procedures for suspension and expulsion. Use of the foregoing instruments shall be employed after the classroom bargaining unit member has exhausted all possible reasonable and prudent means in seeking solutions to problems that may exist.

6.2 Professional Development.

As has been the position of the Board of Education and Administration in the past, professional development is considered desirable, beneficial and continues to receive support of the Employer. Any professional development activity that can be cooperatively developed by the teaching staff and administration within reasonable limitations will continue to receive support and approval of the Board of Education.

ARTICLE 7 Teaching Conditions

The Employer and Association recognize that class size is an important aspect of an educational program. Therefore, it is the goal of the Employer and Association to maintain class sizes that are reasonable in number.

7.1 Class Size.

School Administration will meet prior to the start of the school year to assess enrollment and provide for adequate staffing. Tentative class lists, including the identification of special needs students, if known, will then be forwarded to bargaining unit members two weeks before the first bargaining unit member report date in order to provide for adequate planning and communication with parents and students prior to the start of the school year.

The Employer will attempt to provide reasonable class size in grade levels and subject areas taking into account students with special needs, number of work stations, equipment and facilities. The following criteria shall be considered:

- A. Number of classes being taught by staff member.
- B. Number of students at each grade level and/or subject area.
- C. Size of classroom and/ or other facilities.
- D. "Split" classes.
- E. Number of students with special needs.
- F. Instructional materials and equipment.
- G. Nature of subject/skills taught, i.e. skills level vs. advanced.

If a bargaining unit member does not feel the teaching conditions are appropriate, they may:

- A. Request a meeting with the building principal to discuss the topic.
- B. If no concurrence is reached toward resolution of the bargaining unit member's concern, the bargaining unit member may request to meet with the building principal and Association President or designee for further discussion.
- C. The principal's decision regarding the matter will be communicated in writing to the bargaining unit member within five (5) working days after the meeting.
- D. In the event there is not concurrence regarding the principal's decision, the bargaining unit member may appeal the decision in writing to the Superintendent.
- E. The Superintendent shall hold a meeting with the bargaining unit member, principal, and the Association President, or designee, if the bargaining unit member requests the presence of the Association President or designee, within five (5) working days of the written request to the extent possible, depending on the schedules of all parties involved.
- F. The Superintendents shall provide a written decision to the meeting participants with five (5) working days. The Superintendent's decision shall be final.

7.2 Academic Freedom.

A. Title.

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Individual Expression.

Freedom of individual expression for bargaining unit members is guaranteed and will be encouraged within the limits of the adopted curriculum, instructional theme or focus, courses of study, and the official policies of the District.

C. Teaching Diversity.

The parties recognize that teaching is a complex discipline that is enhanced by freedom, creativity, and diversity of character and methodology among its faculty that provides a successful learning environment for all students. Further, in recognition of the fact that quality educators constantly strive to grow professionally, the District agrees to:

1. Disseminate information and provide in-service training on methods of instruction;
2. Encourage the exploration, staff development, and utilization of a variety of successful teaching methods, including research based best practices;
3. Encourage and assist bargaining unit members to incorporate the best of their preferences or personal styles into their teaching methods, and
4. Plan and prescribe teaching methods used to assist bargaining unit members placed on a Plan of Assistance.

D. Student Rights.

Within the purview of paragraphs A, B and C above, the parties agree that students can expect and will receive:

1. A free and undistorted view of subject matter with varying points of view;

2. Equal educational opportunity regardless of race, color, creed, gender, handicap, or national origin; and
3. Confidential and professional treatment in regard to disclosure of information regarding a student's school and/or personal performance.

E. Positive Learning Experience.

The District and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, and economic and social environment. To that end, the District and the Association agree that every effort will be made to maximize a positive learning experience in the classroom.

7.3 Classroom Materials.

The Employer recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The Employer urges that the staff from time to time suggest additional materials and equipment which they feel would be advisable to maintain the instructional program. The Employer will attempt to honor these requests after considering the entire school programs and the needs thereof.

The Employer shall available reasonable copying equipment to aid bargaining unit members in the preparation of instructional materials.

The Employer will provide in addition to texts, reference materials and equipment necessary for the instructional process; desks, storage space, and consumable supplies for the bargaining unit members' use (such as: attendance books, paper, pencils, etc.) and those items which are essential for general use.

7.4 Bargaining Unit Member's Lounge.

The Employer will make available a bargaining unit members' lounge in each school. Separate rest rooms and lavatory facilities exclusively for bargaining unit members will be maintained where presently available and consideration will be given to these facilities in all future buildings.

7.5 Use of Telephones.

Bargaining unit members will be permitted to use telephone equipment in a reasonable manner. Personal long distance calls shall be made with use of a personal credit card. There shall be no personal long distance telephone calls made at school expense.

7.6 Staff Vending Machines.

The staff will be allowed to contact vending machine companies for the purpose of installing vending machines in the faculty lounge, provided the space is available and no excessive amount of service piping or electrical connections are not required. Bargaining unit members in each building will be responsible for maintaining the vending machines and expending the revenues within their building.

7.7 Bargaining unit member Parking.

Parking areas for bargaining unit members' vehicles will be assigned at the beginning of each school year, and authorities will attempt to see that students do not infringe upon these areas.

7.8 Parent-Teacher Communication.

All communication between Mattawan Consolidated School parents and employees should be civil and respectful. It is important for all concerned to be mindful of the volume of email that teachers receive on a daily basis. Teachers will respond to written/electronic and phone communication requests within a reasonable time frame not to exceed seventy-two (72) hours. Teachers are not obligated to make these communications outside the normal work day. The following criteria will be considered: teacher attendance, day received, time received, time to acquire adequate information with which to respond effectively.

7.9 Intellectual Property Covered by the Agreement.

The Agreement covers all intellectual property, including anything that is patentable, copyrightable, or otherwise marketable and/or may be protected. This includes, but is not limited to, anything that is patentable, copyrightable, or otherwise marketable and/or may be protected. This includes, but is not limited to, the following: inventions, books, articles, study guides, syllabi, workbooks or manuals, bibliographies, instructional materials, tests, video or audio recordings, films, slides, transparencies, charts, other graphic materials, photographic or similar visual materials, film strips, multi-media materials, three-dimensional materials, exhibits, computer software and web courseware or distance learning materials.

7.10 Ownership Rights.

A. Intellectual property.

Intellectual property developed on the employee's own initiative, outside the contractual school day, and without use of substantial District resources (anything outside the use of your *assigned* technology) is owned by the creator. If the intellectual property bears a reasonable relationship to his/her employment responsibilities, then it is the employee's obligation to show that the intellectual property was developed according to these criteria.

B. Written materials.

Bargaining unit members shall have personal ownership of books, journal articles, other written reports of scholarly activity, creative works of fiction, textbooks, test, course-related materials, slides, transparencies, bibliographies, music and art work and any other material that is created without direct District Support.

C. District rights.

The District reserves the right to have shared access to any of these created properties at no cost while the bargaining unit member is employed by the District.

ARTICLE 8 Teaching Assignments

8.1 Interns.

A. Acceptance of Interns.

Acceptance of intern/student teachers or members of teacher-preparatory programs shall be voluntary.

B. Assignment.

Intern/student teachers will be assigned only to tenured teachers. Supervising teachers will assume responsibility for daily planning, student evaluation, and the appraisal of the intern/student teacher's performance. All tenured teachers will be notified of possible intern/student teacher assignments.

C. Application.

Teachers will have an opportunity to apply for such assignments. If such a request is denied, the administrator or mentor coach shall issue a written rationale for such denial, upon request.

D. Information to Intern/Student Teachers

The District agrees to make available to intern/student teachers a copy of the texts, guides, policies, and access to this Agreement.

E. Funding Disbursement.

The amount Mattawan Consolidated School receives from outside agencies per intern/student teacher will be deposited in the school's account for the supervising teacher to purchase items for his/her professional use.

8.2 Assignment Notice.

All bargaining unit members shall be given written notice of their schedules for the forthcoming year as soon as full staff is employed. In the event that changes in such schedules are proposed, all bargaining unit member affected shall be notified promptly and consulted.

8.3 Association Cooperation.

The Association agrees to encourage bargaining unit members to notify the Employer at the earliest practicable time if they do not intend to renew their contract and further agrees to furnish the Employer from time to time information concerning the probability of future vacancies.

8.4 Student Activity Assignments.

A bargaining unit member shall not have tenure in any student activity assignment. The initial assignment or reassignment of a bargaining unit member to an activity shall be for reasons satisfactory to the Employer. A student activity may be temporarily or permanently discontinued or included as a part of a bargaining unit member's regular professional assignment for additional compensation or in lieu of another professional assignment.

8.5 Mentor Bargaining Unit Member.

A mentor bargaining unit member shall be assigned by the building principal based on the ability to provide meaningful and appropriate guidance to a mentee.

The mentor bargaining unit member shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and confidential information in a non-threatening collegial fashion so as to implement a quality bargaining unit member induction program.

A. Assignment of Mentor Bargaining unit member.

A mentor bargaining unit member shall be assigned in accordance with the following:

1. Mentor bargaining unit members shall be selected from a list of bargaining unit members who are tenured with five (5) or more years of satisfactory teaching experience. The Association will create and provide this list by May 31st of the preceding school year. The list shall be reviewed by the building Administrator(s) and by the Association then published no later than July 5th. If there is a need to open the list for additional mentors, it must be agreed upon by the Administrator(s) and the Association.
2. A mentor bargaining unit member shall not be assigned more than one (1) Mentee Bargaining unit member in a year. In the event that there are no available mentor bargaining unit members from the current list of volunteers, a mentor bargaining unit member may then be assigned two (2) mentee bargaining unit members.
3. The Mentor Bargaining unit member assignment shall be for one (1) year subject to review by the mentor bargaining unit member, mentee, and the administration after three (3) months. If any of the parties; mentor bargaining unit member, mentee, or administration feel it would be in the best interest of the mentee to make a change, a new mentor bargaining unit member shall be assigned immediately.

At the end of each year, the match will be reviewed and the appointment may be renewed by mutual agreement of the mentor bargaining unit member, mentee, and administration.

If the mentor bargaining unit member goes on leave during their time as a mentor, the mentor bargaining unit member will be given the option of continuing to meet the mentoring responsibilities or choosing to opt out of being a mentor. If opting out, the mentee will be assigned a different mentor.

B. Confidential Relationship.

The purpose of the Mentor/Mentee relationship is to acclimate the bargaining unit member and provide necessary assistance toward attaining quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any manner, be a matter included in the evaluation of the Mentor Bargaining unit member or Mentee. Neither the Mentor Bargaining unit member nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Bargaining unit member shall not be called as a witness in any grievance or administrative hearing involving the Mentee, nor shall the Mentee be called as a witness in any grievance of administrative hearing involving the Mentor Bargaining unit member except as required by law.

C. Mentor Released Time.

Upon request, the Employer shall make available reasonable release time for the mentor bargaining unit member to work with the mentee in his/her assignment during the regular work day.

When possible the mentor bargaining unit member and mentee shall be assigned common preparation time.

D. Mentee Professional Development/Released Time.

As of the effective date of this Agreement, the State requires that mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. It is the mentee's responsibility to document this time. All professional development days and/or hours shall be scheduled within the parameters of the regular work day and work year or the bargaining unit member shall be paid for each additional time at his/her per diem rate. In addition, each mentee who does not have a common plan with their mentor shall be granted a minimum of twenty (20) total hours of release time per year to be used in hours, half days or a full day for the purpose of meetings with his/her mentor bargaining unit member, training, classroom observations or other professional growth opportunities approved by his/her mentor bargaining unit member. All time spent in the mentoring program by a mentee or a mentor bargaining unit member shall count towards any required professional development time.

E. Compensation.

Each mentor bargaining unit member shall be paid one and one quarter percent (1.25%) of the BA base salary each school year for each assigned mentee. See Schedule B Section B7

F. Materials.

The Employer shall provide any materials needed for the mentoring process or shall reimburse a bargaining unit member for the purchase of said materials.

G. Training.

1. Upon accepting the assignment of a mentor bargaining unit member, the bargaining unit member shall receive appropriate in-service regarding the responsibilities and duties of a mentor as provided by the Employer.
2. Upon being hired, each new classroom bargaining unit member shall be in-serviced by the Employer to introduce the process of being a mentee.

H. Dissolution of Mentor/Mentee Relationship.

Should the mentor/mentee relationship be deemed ineffective by either mentor, mentee, or the building principal, the mentee shall be reassigned accordingly, and the mentor compensated on a pro rata basis for time served.

Article 9 Leaves of Absence

9.1 Purposes.

Since the absence of a bargaining unit member generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other bargaining unit members of the professional staff, and increases costs, it is the responsibility of each bargaining unit member to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of a bargaining unit member or to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate personal and professional needs of a bargaining unit member in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

9.2 Sick Leave.

Each bargaining unit member shall be credited at the beginning of the school year with twelve (12) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely;

A. Sick leave may be used for:

1. Any physical or mental condition which disables a bargaining unit member from rendering professional services, excluding any condition compensable by Workers' Compensation.
2. A disability resulting from pregnancy to the extent expressly required by law.
3. Any communicable disease that would be hazardous to the health of students or other employees.
4. Up to twelve (12) days for the care of a bargaining unit member's family member, including spouse, child, parent, grandparent or other member living in the household. Up to five (5) days of the twelve (12) days per year noted in the previous sentence may be used for emergency health matters of family members that do not reside in the employee's household. When using sick leave to care for a family member, the bargaining unit member must first notify his/her building principal of the intent to use a sick leave day for such purpose.
5. A Bargaining unit member is entitled to Workers' Compensation Benefits for any injury or emotional trauma sustained in the course of performing teaching duties. The District shall make up the difference in wages received under Workers' Compensation and the bargaining unit member's normal per diem. Payments received from Workers' Compensation while the District is making full payment are to be turned over to the District.

Emotional trauma shall be determined by competent medical diagnosis. The District shall have the right to seek a second medical opinion at the District's expense. Also, the District shall receive a release from the bargaining unit member involved to speak with their medical professional regarding any medical diagnosis.

6. A bargaining unit member injured by students or assaulted while performing teaching duties and performing within teaching rights, will be provided up to fourteen (14) personal injury days; not to be charged against any of the bargaining unit members paid leave days. Workers' Compensation wages received related to the first fourteen (14) consecutive days off shall be turned over to the District.

The bargaining unit member shall notify their building principal as soon as reasonably possible of any injury sustained and fill out the appropriate accident report. The injured bargaining unit member shall be sent to the District's approved emergency care hospital facility for proper medical treatment and diagnosis as soon as reasonably possible. The bargaining unit member shall provide the District a written release to obtain any necessary medical information involved in the diagnosis.

District paid benefits will cease upon medical professional clearance to regular teaching duties. The time for this coverage is not to exceed the current school year plus one more school year in length. This coverage is subject to state and federal law.

A. Sick leave may accumulate up to one hundred forty (140) days. If at the end of the school year a bargaining unit member has accumulated more than one hundred forty (140) days of sick time they will be permitted to donate any days over the one hundred forty (140) days to the sick bank. Should a bargaining unit member choose not to donate their excess sick leave days to the bank, the excess days shall be forfeited. The amount of unused leave for each bargaining unit member shall be reported by the Employer regularly. If a bargaining unit member shall not complete the contract period, the Employer shall be reimbursed for any days, fractions of days, used in excess of the proportionate leave days earned as of the termination date. Sick leave shall be charged against duty days only. It shall cease to accumulate and shall not be used if a bargaining unit member is on a leave of absence, laid-off, or otherwise not regularly providing services to the District.

B. Sick Leave Incentive Policy.

If a bargaining unit member has perfect attendance during the school year, they will be given a two hundred dollar (\$200) stipend. If a bargaining unit member uses only one (1) sick day during the school year, they will be given a one hundred dollar (\$100) stipend. If a bargaining unit member only uses two (2) sick days during the school year, they will be given a fifty dollar (\$50) stipend. **Note:** "Perfect Attendance" is defined as a Bargaining Unit Member who does not use any paid or unpaid days off in relation to sickness, family sickness or funeral leave. The permissible use of personal business days will not impact "Perfect Attendance".

C. Sick Bank

FORMATION AND MAINTENANCE OF THE BANK- The agreement states that a payout of twenty-five dollars (\$25) (Negotiable in the future upon consent of the MEA and Mattawan School Board) to a Mattawan bargaining unit member in exchange for accumulated/unused sick days. All eligible accumulated sick days are to be paid off upon retirement from the Mattawan School District. Payment to the bargaining unit member will be distributed in a check after all financial obligations to the District are cleared at retirement. Compensated bargaining unit members must have ten (10) years of service to the Mattawan School District. The payment is in exchange for the eligible number of sick days accumulated up to one hundred ten (110) (total able to accumulate will remain one hundred forty (140), only one hundred ten (110) for payout). Sick days donated by a bargaining unit member will be banked in a pool for use by another bargaining unit member. Payment for the Sick Bank will come from the exchange of two (2) days for one (1) bank day from all dues paying bargaining unit members. The bank is originally established with a two (2)

day donation by every bargaining unit member. (Ex. Two hundred (200) bargaining unit members donate two (2) days each = Four hundred (400) days/two (2) = two hundred (200) days for the sick bank.) If the Sick Bank goes lower than twenty-five (25) days, an additional day will be taken from each dues paying bargaining unit members, but no more than two (2) per year. Bargaining unit members on long term or critical bank leave at the time of replenishing the bank are exempt from donation, bargaining unit members using the loaner bank at the time of donation will donate their day to the bank upon the next years granting of new sick days. Any abuse or misuse of said bank may exclude a bargaining unit member from future use of the sick bank as determined by the Sick Bank Committee. Bargaining unit members requesting days from any of the Sick Banks must exhaust all of their own sick days prior to gaining days from one of the banks, but may notify the Administration of intent as a situation may arise.

SICK BANK COMMITTEE- The Sick Bank Committee will be formed by volunteers appointed by the EA President (EA President/Vice-President or designee, and a bargaining unit member from each building level). The administration of days to be granted will be at the sole discretion of the Mattawan EA and their representatives. The MEA, representatives, and the Mattawan Consolidated School District, along with their representatives are exempt from legal action by a bargaining unit member denied sick bank access. The intent of this amendment to the Collective Bargaining Agreement between the Mattawan Education Association and the Mattawan Board of Education is intended for protection of MEA bargaining unit members and extension of benefits. Misuse in the form of liberal granting of days could require future negotiations regarding guidelines for use.

DEFINITION OF BANKS

Loaner Bank – Ten (10) days or less of physical, psychological, or emotional inability to meet classroom duties as deemed appropriate by the Sick Bank Committee.

Long Term Bank - More than ten (10) days and up to and including thirty (30) days of physical, psychological, or emotional inability to meet classroom duties as deemed appropriate by the Sick Bank Committee, with appropriate physician's documentation upon request.

Critical Needs Bank - More than thirty (30) days of physical, psychological, or emotional inability to meet classroom duties as deemed appropriate by the Sick Bank Committee, with appropriate physician's documentation upon request.

1. Loaner Bank (To be administered by the Mattawan Education Association or their Representatives.)

Set up to allow a **bargaining unit member (bargaining unit member only)** who has no long term or critical issue, to borrow days from the bank with the promise to pay those days back with the next granting of days from the administration (following year). In the case of termination or separation, a bargaining unit member would be required to

pay back the value of borrowed days on a prorated basis of daily pay. Ex. Used all available days, need more because of illness, a total of ten (10) days may be borrowed but will be returned (at a rate of one for one (1:1) five (5) per year until repaid, leaving the bargaining unit member seven (7) sick days available and three (3) personal business days.

(Letter of notification from bargaining unit member to outline expected bank use.)

2. Long Term Bank (To be administered by the Mattawan Education Association or their Representatives.) The MEA President or designee will upon request from the bargaining unit member, appoint a volunteer Sick Bank committee. The Committee will include a bargaining unit member from each level (EES, LES, MS, HS) and either the President/Vice-President or designee will act as chairperson. (Conflict of interest allowed for 2 options). Set up to allow a bargaining unit member who has exhausted sick and personal days and is faced with a long term need (**of said bargaining unit member or immediate in-home family member**) (defined by the executive board and verified by a medical professional as more than ten (10) consecutive teaching days of personal illness).

Ex. Bargaining unit member is out of sick days and contracts pneumonia and will be out for an undetermined number of days. The Sick Bank Committee would allow them to borrow days, but as soon as the number reached more than ten (10) days the bargaining unit member could request aid from the Long Term Bank, and the Sick Bank Committee would convene.

(Letter of explanation from bargaining unit member to outline expected bank use.)

3. Critical Needs Bank (To be administered by the Mattawan Education Association or their Representatives.) Set up to allow a bargaining unit member with a catastrophic personal health issue(**of said bargaining unit member or immediate in-home family member**) as defined by the Sick Bank Committee, to draw up to one (1) day less than one (1) full year of sick time.

Ex. Bargaining unit member is out of sick days and has a catastrophic personal situation requiring an undetermined number of days. The Sick Bank committee would be petitioned for a number of more than thirty (30) days of sick time to be granted per request by bargaining unit members starting in said individual's building and if necessary moving to the other levels of the District.

(Letter of explanation from bargaining unit member to outline expected bank use.)

In the event that there are either a lack of days available, or a person does not qualify based on guidelines, counseling will be given regarding short and long term disability insurance.

9.3 Funeral Leave.

A bargaining unit member shall be entitled to receive up to three (3) days leave with pay due to the death of his/her spouse, mother, father, child, brother, sister, grandparent, grandchild or his/her current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law, to the extent reasonably required to attend the funeral of the deceased person. Up to three (3) additional days deducted from accumulated sick

leave may be granted with the prior approval of the Employer. A bargaining unit member may take two (2) days per year to attend the funeral of a close friend or a family member of a close friend. These days will be deducted from the bargaining unit member's sick leave.

9.4 Business Leave.

In accordance with the following guidelines, all bargaining unit members shall be allowed three (3) days for Business Leave days. Any unused Business Leave days at the end of the school year will be credited to accumulated sick leave.

- A. Business leave shall be used only for legitimate business, professional or personal obligations which cannot reasonably be scheduled outside of the regular work day. Business leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- B. A request for business leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours written notice except in the case of an emergency.
- C. The written request for personal leave shall constitute a certification by the bargaining unit member that the leave will be used for the purposes herein set forth.
- D. The Board shall not be required to grant leave on any day prior to or following a scheduled break.
- E. A request for leave may be denied if:
 - 1. The bargaining unit member has failed to make adequate provision for the discharge of his professional responsibilities during his absence.
 - 2. The Employer is reasonably unable to obtain an adequate substitute for the bargaining unit member.
 - 3. The number of bargaining unit members applying is in excess of the number provided.
 - 4. The request does not comply with the leave provisions.
- F. The Board shall not be required to grant leave on any one (1) day to more than four (4) bargaining unit members from any one building.

If a leave is denied, the reasons for the denial shall be given to the bargaining unit member in writing with copies thereof to be sent to the Superintendent and to the President of the Association.

9.5 Court Duty Leave.

A bargaining unit member shall be entitled to leave with pay, less any fees paid, for jury service or when subpoenaed as a witness in which the bargaining unit member is not a part of the litigation, provided, however, if the Employer determines that the absence of a bargaining unit member will materially interfere with the instructional program, the Employer shall have the right to request that the bargaining unit member be excused or

have such service rescheduled to a time which does not conflict with the discharge of his/her professional responsibilities.

Jury Service shall be considered a civic obligation in which the bargaining unit member when called upon to participate has limited control. The bargaining unit member shall be paid his/her regular compensation without deduction of leave days. Any attendance fees paid will be submitted to the District. In the instance when the bargaining unit member is excused from reporting by the evening prior to a school day, the bargaining unit member will notify his/her building principal and report to school. In all other instances, whether reporting to the court or not, the bargaining unit member will be fulfilling his/her obligation to the court and need not report to school.

9.6 Special Leave.

The Employer may grant a leave to any bargaining unit member on such terms as the Employer and the bargaining unit member shall agree for reasons not otherwise provided herein. In determining whether to grant such leave, the Employer shall consider;

- A. The past performances of the bargaining unit member.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the bargaining unit member and the probability that the bargaining unit member will return to the service of the Employer.
- D. The purpose or purposes of the leave.

9.7 Association Leave.

Upon the request of the Association, the Employer shall grant a leave of absence to a bargaining unit member for the purpose of conducting official Association business, in accordance with the following guidelines, namely;

- A. The absence of the bargaining unit member shall not materially interfere with the discharge of the bargaining unit member's professional responsibilities.
- B. Except for good cause, request for a leave day shall be made in writing to the Superintendent not less than ten (10) working days prior to the leave.
- C. The Superintendent shall not be required to grant more than thirty (30) such Association leave days during each school year nor to grant leave on any day to more than eight (8) bargaining unit members.
- D. The Superintendent may deny a request for a leave day if he/she is reasonably unable to obtain an adequate substitute for the bargaining unit member.
- E. The Association shall reimburse the Employer for costs of a substitute for one-half ($\frac{1}{2}$) of the days used by the Association.

9.8 Adoption Leave.

A bargaining unit member shall be entitled to use and be paid for up to fifteen (15) accumulated sick leave days upon the arrival of his/her adopted child.

9.9 Maternity Leave.

A bargaining unit member shall be entitled to use and be paid for up to thirty (30) accumulated sick days for recovery from child labor and delivery.

9.10 Active Military Duty.

A. Leave of Absence.

A paid leave of absence shall be granted to any bargaining unit member who:

1. Is called up to active duty, or
2. Is drafted for active military duty, or
3. Enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect.

The leave of absence shall be automatic; however the bargaining member shall provide the Employer as much notice as possible (the parties understand that National Security considerations may delay notice of a call-up order). The Superintendent shall post notices of employees' right under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) at conspicuous locations within the District.

B. Duration.

The duration of the leave shall be for the duration of the call-up, induction (draft) or enlistment, not to exceed five (5) years, except as provided under State statute. Seniority, salary schedule experience, and all other contractual rights shall continue to apply as if the bargaining unit member was actively working for the District.

C. Return to Active Employment.

The bargaining unit member shall have the right to return to active employment immediately upon return from active duty or at any time thereafter up to the start of the school year immediately following the end of his/her period of active duty. The bargaining unit member shall return to his/her former position, or to a position that they are highly qualified and certified for with equivalent employment benefits, pay and conditions of employment. The bargaining unit member shall have the right to bump any bargaining unit member with less seniority in a position for which the returning bargaining unit member is highly qualified and certified for.

D. Disability.

If a bargaining unit member suffers a disability during a leave of absence granted pursuant to the provisions above, upon exhausting all possible military benefits and compensation for said military disability he/she shall be granted a paid sick leave of absence. If he/she exhausts his/her accumulated sick leave and the sick leave bank (if any); he/she shall automatically be granted an unpaid leave of absence for the duration of the disability. Return to active employment shall be with the same rights as provided by article 9.10 C above, i.e. the employee shall be considered as if he/she was returning directly from active duty.

E. Training.

If a bargaining unit member attends required training for reservists or active duty training which can not reasonably be scheduled outside of the regular work day, the

bargaining unit member shall be considered and treated as being on a paid leave of absence. The bargaining unit member shall notify his/her immediate building administrator of these training dates no later than the workday prior to the training date.

F. Additional Rights.

The rights above shall be considered to be in addition to any other rights provided under the USERRA and State law. To the extent there is a conflict, the USERRA, State law and their regulations prevail.

Article 10
Professional Standards

10.1 Professional Standards.

The parties recognize that the certification of a bargaining unit member and his/her contractual agreement constitute a continuing representation by the bargaining unit member that he/she is qualified to be entrusted with the responsibility for the education of students. Although the parties acknowledge the difficulty of completely and precisely defining the minimum acceptable professional standards for each bargaining unit member, it is recognized that they include at least the following:

A. General Competence and Professional Preparation.

A bargaining unit member shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

Adequate prior preparation for a professional assignment is essential. Such preparation includes the development of lesson plans, teaching aids or such other materials as may be necessary for the planning, preparation, presentation and review of the instruction to be presented by the bargaining unit member or as may be required in the absence of such bargaining unit member.

B. Commitment Toward the Student.

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling his/her obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

6. Shall assist in the enforcement of such rules and regulations of the Employer as may be from time to time promulgated and shall comply with all applicable laws, regulations, policies and directives which are not contrary to the terms of the working agreement.
7. Shall not knowingly withhold or misrepresent material information concerning his/her professional qualifications, the discharge of his/her professional duties or his/her eligibility to receive any benefits from the Employer and shall promptly notify the Employer of any physical or mental condition which may temporarily or permanently impair his/her ability to effectively discharge his/her professional responsibilities.

10.2 General Conduct.

A. Rules and Regulations.

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. Rules and regulations shall be conclusively deemed to be reasonable except to the extent that the Association shall notify the Employer in writing as to its specific objections within twenty (20) days after notification.

10.3 Grade Changes.

The Employer recognizes that in order to maintain the integrity of the bargaining unit members' grading process and standards, the District should support bargaining unit members' assignment of grades to students. Only the building principal shall make grade changes, and no Bargaining unit member will be forced to change a grade. The bargaining unit member will be notified in writing of any grade changes.

Article 11
Professional Compensation

11.1 Basic Compensation and Insurance Benefits.

The basic compensation and insurance benefits shall be as set forth on Schedule "A" and shall be paid in accordance with the following guidelines, namely:

- A. The Employer shall place each new professional employee on such step as professionally indicated by reason of education, experience, and past professional performance.
- B. Academic or certification advancement shall be made at the beginning of the Fall semester following such advancement, provided that the bargaining unit member shall submit proof of such advancement not later than sixty (60) days after the beginning of the semester.
- C. If a bargaining unit member has provided professional services for at least sixty (60%) percent of the work year, it shall be counted as a full work year for the purpose of advancement on the salary schedule. For the purpose of this provision, a bargaining unit member on a paid sick leave shall be deemed to have rendered professional services for the period of such leave.

11.2 Additional Compensation.

A bargaining unit member shall be entitled to receive additional compensation as follows:

A. Student Activities.

Student activities described on Schedule "B" shall be compensated as therein provided. The Employer may add or delete activities during the contract period. An activity not included on Schedule "B" shall receive such compensation as determined by the Employer at the time the activity is approved, after consultation with the Association.

B. Extended Contract Period.

A bargaining unit member authorized to work in excess of the contract period herein set forth shall be entitled to a proportionate increase in compensation.

Article 12
Grievance Procedure and Binding Arbitration

12.1 Mutual Responsibility.

The District and Association recognize the need to reduce conflict between bargaining unit members and supervisors and between the Association and District Administration. In an effort to move closer to that goal, the District and the Association agree to:

A. Jointly conduct a workshop for all Administrators and Association representatives, closely following each new contract and provide for annual reviews of contract provisions prior to the start of each school year.

B. When a bargaining unit member problem arises requiring formal or corrective action by the Administration, the Administration and the Association pledge their best effort to resolve the problem at the lowest possible level in the best interest of the parties.

12.2 Grievance Procedure.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure. Nothing herein shall be construed as limiting the right of any bargaining unit member with a grievance to discuss the matter informally with any appropriate member of the Administration.

A claim by a bargaining unit member or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided through Binding Arbitration.

A claim by a bargaining unit member or the Association involving a complaint or problem not involving a provision of this Agreement may be processed as a grievance as hereinafter provided through the Superintendent's level.

A. Informal Level

A bargaining unit member who believes there is a basis for a grievance shall first discuss the matter with the building principal within ten (10) work days of the cause of, or receipt of written notification of, or when the bargaining unit member knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other bargaining unit members who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. Following such informal discussion, the parties shall draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.

B. Formal Level

Step I - Building Level

If the matter is not resolved informally, the grievant or the Association may within five (5) work days of the date on the memorandum above, initiate formal proceedings by completing Step 1, the "Grievance Report Form" and filing it with the administrator whose signature appears on the informal memorandum.

The administrator shall, with five (5) work days of receipt of the formal grievance, meet with the grievant and Association representative, in an effort to resolve the grievance. Within five (5) working days of such meeting, the administrator shall dispose of the grievance by completing and returning the form to the grievant.

If the Step I disposition resolved the matter, the grievant and the Association shall complete the form indicating such resolution and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may, within five (5) work days of receipt of the Step I disposition, advance the grievance to Step II.

Step II - Central Administration.

Grievances precipitated by actions of the Central School Administration, or the Board of Education shall be filed initially at Step II with the Director of Human Resources within fifteen (15) work days of the cause of, or receipt of written notification of, or when the bargaining unit member or Association knew or reasonably should have known of such grievances. Grievance not resolved at Step I need to be advanced to Step II by filing with the Director of Human Resources.

Within ten (10) work days of receipt of the grievance, the Director of Human Resources shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) work days following such meeting, the Director shall render disposition by completing Step II, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete the appropriate form and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may within five (5) work days of receipt of the disposition advance the grievance to Step III.

Step III – Superintendent.

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent.

Within fifteen (15) work days following receipt of the grievance, the Superintendent or the Superintendent's designee shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) work days following such meeting, the Superintendent or the Superintendent's designee, shall render disposition by completing Step III, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete Parts C and D and shall distribute copies of the form as specified.

If the grievance remains unresolved, the Association may within ten (10) work days of receipt of the disposition advance the grievance to Step IV.

Step IV - Binding Arbitration

Grievances unresolved at Step III shall be advanced to Step IV by filing a Demand for Arbitration with the American Arbitration Association in accordance with its current voluntary Labor Arbitration Rules.

12.3 Powers of the Arbitrator.

The District and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not advanced ten (10) calendar days prior to the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement nor shall he/she have any power to rule on the final evaluation, termination of service or failure to re-employ any probationary bargaining unit member, the placing of termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule, or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Bargaining unit members' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended).

Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision provided, however, that the arbitrator has not exceeded his/her power and authority as stated above.

Bargaining unit members involved in arbitration proceedings shall be released from their normal duties in order to participate.

The arbitrator shall be empowered to issue monetary awards, but in no case shall such monetary award exceed an amount designed to reimburse a bargaining unit member for loss of actual earning or what the bargaining unit member should have earned.

12.4 Fees of Arbitrator.

The fees and expenses of the arbitrator shall be shared equally by both parties.

12.5 Time Limits.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the time limits may result in hardships to either party, the District and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

12.6 Agreement Expiration

Any grievance in process at the expiration date of this Agreement will continue in process until resolution.

12.7 Abandonment of Grievance.

A grievance may be withdrawn at any time prior to Step IV without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits in that step shall be deemed abandoned. Time limits may be extended by the District and the Association, in writing; then the new date shall prevail.

Grievance Document Attached, See Appendix C.

Article 13
Miscellaneous Provisions

13.1 Complete Agreement.

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. If the District adopts any policy that would be in conflict with this Agreement, the provisions of this Agreement shall prevail, unless and until the District and the Association modify the Agreement through mutual consent.

13.2 Individual Contracts.

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

13.3 Contract Interpretation.

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any benefit under the Agreement shall be determined to be in violation of such applicable laws or regulations, the Employer, after consultation with the Association, shall have the right to alter such benefit provisions in order to comply with such laws or regulations but in no event shall the Employer's aggregate monetary obligations exceed the amount herein provided. If any provisions shall be prohibited by or deemed invalid under such applicable laws or regulations, such provisions shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13.4 Duplication of Agreement.

Copies of this Agreement shall be reproduced at the expense of the Employer and presented to all bargaining unit members now employed, hereafter employed, or considered for employment by the Employer.

13.5 Reporting of bargaining unit members.

In the event that school is closed as the result of inclement weather, bargaining unit members will not be required to report to work but are encouraged to come if work necessitates.

13.6 Association Representatives.

The KCEA and the Association agree to promptly notify the Employer in writing of the names of those persons who have been authorized to act on their behalf and the authority of each such person, which shall remain in effect until superseded by a new written notice. Said representatives shall meet, as deemed necessary by the Association and the Board or their specific representatives, with the Employer during the term of this agreement. The Employer shall authorize appropriate release time if, necessary, for the conduct of such meetings.

13.7 Concerted Activities.

The KCEA and the Association agree that they will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that they will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

13.8 Association Activities.

Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any KCEA or Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of the KCEA or the Association from having such reasonable contact with members of the bargaining unit as shall be necessary to ascertain that the terms of this Agreement are being observed.

13.9 Successor Agreement.

The negotiation of a new agreement shall begin upon the written request of either party. This written request will be made not later than one hundred twenty (120) calendar days prior to the contract expiration date.

Article 14 Technology Usage

14.1 Computer/Computer Software Usage Protections.

A. Academic Freedom

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to bargaining unit members, and no special limitations, other than

District content filters, will be placed upon study, investigation, presentation and interpretation of facts and ideas, including E-mail and Internet usage.

B. Association Rights

The Association and bargaining unit members shall have the right to use, free of charge, the Internet, internal school E-mail and school building facilities for meetings at all reasonable hours, provided such use does not interfere with educational functions for students or with other activities as permitted by the Employer.

C. Working Conditions

All evaluations, monitoring, or observations of an employee shall be conducted openly and with the full knowledge of the employee. The use of technology through closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

D. Employee Support

The Administration will give all reasonable support and assistance to employees with respect to maintenance of control and discipline in the classroom and throughout the school system, in accordance with the discipline code as established by the Board and the employees. Furthermore, all reasonable support shall also include protection from liability from students and/or parents in cases of student misuse of the District's electronic resources.

E. Just Cause

No employee shall be disciplined without just cause for alleged misuse or inappropriate usage of the Internet or email.

F. Grievance

Grievances processed in accordance with the provision of Article 14, Grievance Procedure, for alleged misuse or inappropriate usage of the Internet or email shall be arbitrable.

14.2 Acceptable Use of Internet/Intranet.

The parties recognize that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, and Association endeavors. Bargaining unit members agree to follow Mattawan Consolidated School's Acceptable Use Policy (Policy 7540.01).

A. Bargaining unit members' use of the Internet/Intranet is appropriate under all of the following circumstances:

1. Support of the academic program;
2. Telecommunications;
3. Association activities; and
4. Reasonable personal and recreational usage to the extent that such use does not violate any express prohibitions of this Agreement and does not interfere with the bargaining unit members' assigned duties and responsibilities.

B. The parties agree that all other provisions of this Agreement remain in full force and effect and the specific provisions outlined in this Article regarding acceptable Internet/Intranet use do not supersede any of the other provisions of this Agreement.

- C. Bargaining unit members are aware that the Employer does not warrant that the functions of the Internet/Intranet will meet any specific requirements or that they will be error free or uninterrupted.
- D. The parties agree to form an Internet/Intranet Acceptable Use Committee, with Association and Administration representation. The Committee shall consist of a minimum of eight (8) individuals, two (2) Association bargaining unit members that are representing each building.
- E. The parties agree that bargaining unit members will be released from liability for inappropriate acts committed by a student with regard to the Internet/Intranet, including, but not limited to, information retrieved from the Internet by a student in violation of this Article or any federal, state, or local law, a student's inappropriate use of electronic mail communication in violation of this Article or any federal, state, or local law, a student's design of a web site in violation of this Article or any federal, state, or local law.
- F. The Employer agrees to provide insurance coverage with regard to the bargaining unit members' use of the Internet/Intranet and any unintentional damage that may result to the Employer's computer system, as well as any unintentional violation of copyright, patent, trademark, or any other intellectual property laws.
- G. The Employer agrees to indemnify bargaining unit members for any monetary settlement or award the bargaining unit member must satisfy as a result of a lawsuit brought by a third party, such as a student, parent, web master for a web site, software provider, or other individual or entity, with regard to the bargaining unit member's use of the Internet/Intranet if such use falls within the acceptable guidelines set forth in this Article as determined by the Internet/Intranet Acceptable Use Committee.

14.3 Discipline-Related Issues.

- A. The Employer agrees not to cease a bargaining unit member's use of the Internet/Intranet due to an unintentional violation of this Article.
- B. The parties agree that proficiency, or lack thereof, in the use of the Internet/Intranet shall not be used in a negative fashion for evaluation purposes of a bargaining unit member.
- C. Bargaining unit members shall not be disciplined for a student's misuse of the Internet/Intranet.
- D. The Employer agrees that in the event a bargaining unit member is disciplined due to a violation of this Article, it will provide access to all information gathered or recovered by the Employer to facilitate processing of a grievance, including any deleted files recovered by the Employer, or any software showing accessing of specific Internet sites.
- E. The Employer agrees to provide notice to a bargaining unit member of communication made via electronic mail regarding said bargaining unit member by individuals; including, but not limited to, parents, co-bargaining unit members, and third parties.

- 14.4 Virus Detection and Damage to Network.
- A. The Employer agrees to provide appropriate, regularly updated virus detection software on all of the Employer's computers. The software shall function in an automatic, passive fashion.
 - B. Bargaining unit members will not be held liable for any damage to the Employer's computer system caused by a virus.
 - C. Bargaining unit members agree to delete discarded (trashed) electronic mail messages from their personal mail directory on a periodic basis to avoid excessive use of the electronic mail disk space.
- 14.5 Privacy Issues.
- A. The parties recognize that there is no legitimate expectation of privacy in electronic mail communications.
 - B. The Employer will provide the opportunity for each bargaining unit member to create a password for accessing the Internet/Intranet and electronic mail. Bargaining unit members agree to maintain confidentiality with regard to their passwords, however, it is understood that the Employer will have access to all bargaining unit members' passwords. The Employer agrees to maintain bargaining unit members' passwords in a safe and confidential location where access to such passwords by students and third parties is as secure as possible.
- 14.6 Objectionable Materials and Harassment.
- A. The Employer agrees to take appropriate action to prevent or reduce harassment of bargaining unit members by third parties. Bargaining unit members shall notify the Employer of such harassment by a third party in order for the Employer to take appropriate action.
 - B. The Employer agrees to discipline students for making harassing statements through the Internet/Intranet concerning bargaining unit members.
 - C. The parties agree that bargaining unit members shall not intentionally access web sites that are pornographic in nature.
- 14.7 Violation of Intellectual Property Laws.
- The Employer shall assume all potential liability for any copyright, patent, trademark, or other intellectual property infringement unintentionally caused by a bargaining unit member.
- 14.8 Training.
- A. Given the complexity of intellectual property law, workplace harassment, and other potential claims with regard to use of the Internet/Intranet, the Employer agrees to provide training to assist bargaining unit members in avoiding unintentional violations.
 - B. The Employer agrees to provide release time for bargaining unit members to attend such training.

- C. Training shall be provided for all bargaining unit members with access to the Internet/Intranet. The Employer agrees to cover the cost of the training.
- D. Use of or proficiency in Internet/Intranet use shall not be used for evaluation purposes in connection with such Employer-provided training.

Article 15
Adequate Yearly Progress (AYP)

The parties agree that compliance with provisions of the Elementary and Secondary Education Act, as amended, 20 USC 6301 et. seq (ESEA), to meet the Adequate Yearly Progress (AYP) requirements under the act is both desirable and obtainable. To that end, the Board and the Association are committed to work in partnership.

In the event that a school is considered to have failed to meet AYP under ESEA, the District agrees to the following procedures that may be implemented in order to comply with what is required under the Act:

15.1 Failure to meet AYP.

If a school fails to meet AYP for two (2) consecutive years and is designated as “in need of improvement”, the school shall:

- A. Establish a joint AYP committee with the association to develop a “School Improvement Plan” as required under the act. The express purpose of this committee is intended to assist the school in efforts to come into compliance with AYP while also being in compliance with the contract. It is understood and agreed that this committee will have equal representation of administration/board designees and association bargaining unit members and will be chaired jointly. Each party to this contract shall designate its own representatives. This AYP committee shall then set out to bring school back into compliance. The steps to this process shall be as follows.
- B. Review and interpret school data for committee use.
- C. Perform a comprehensive needs analysis of school strengths and challenges.
- D. Make recommendations that address reason(s) for not making AYP.
- E. The Superintendent and School Board will make their final decisions.

15.2 Staffing of Schools Designated as AYP Phase 3, Phase 4 or Phase 5.

Effective immediately, and henceforth, the parties agree:

- A. Notification: By March 1, bargaining unit members at each of the buildings will be provided the following in writing:
 - 1. A copy of this Section of the Agreement;
 - 2. A copy of the calendar of summer training (including known proposed dates and locations), where appropriate; AND,
 - 3. A copy of the building plan for restructuring, where appropriate.

B. Postings.

Vacancies occurring within the bargaining unit, including newly created positions, shall be posted on a designated bulletin board in each District building along with a copy of such posting to the Association. Bargaining unit members may apply for such positions by submitting a written application to the personnel office. The AYP status for each building will also be included, and updated each year.

C. Longer Work Year (Phase 4 and Phase 5 schools ONLY).

If staff is required to work beyond the normal contract calendar, the designated dates for this work will fall within the five (5) workdays immediately following the last bargaining unit member workday in June or the five (5) workdays immediately preceding the first bargaining unit member workday in August. This time may be used for training, collaborative planning, curriculum writing, meetings with principal, etc. All such professional development which takes place beyond the normal contract calendar will be compensated as indicated in Schedule B, Section 5.

Article 16
Medically Related Issues

16.1 Communicable Diseases.

A. Communicable Disease Policy

Communicable diseases shall be defined by the Employer's current policy on communicable diseases as adopted by the Board. Students with certain communicable diseases may be excluded from school pursuant to rules promulgated by the Department of Public Health and Employer's policy on communicable diseases depending on the individual circumstances of each case.

Prior to the adoption or implementation of any revision to the District's policies dealing with communicable diseases as they impact on the working conditions and the health and safety of bargaining unit members, the Employer will provide the Association with written notice and the opportunity to bargain over said proposed revisions that are not mandated by law.

B. Communicable Disease Panel

In the event the panel under the Employer's policy on communicable diseases is convened to make a recommendation/determination on whether a student or bargaining unit member with a communicable disease will be allowed in the school setting, the Association has the right to designate a person who shall serve as a member of the panel. The panel shall determine, given the circumstances, which employees potentially having contact with the student or bargaining unit member with a communicable disease have the right to be notified in advance of the student or bargaining unit member's involvement in the school setting. If a bargaining unit member due to his/her condition (e.g., pregnancy, illness, vulnerable existing condition, or otherwise) would be exposed to a special risk of potential harm if he/she contracted certain communicable diseases, he/she may notify a designated representative of the Employer in writing of such condition(s) and the special risk.

The Employer shall keep such notice confidential. Further, the Employer shall notify said bargaining unit member in advance of any situation of which it is made aware where he/she potentially could have contact with a student or employee with a communicable disease and, if he/she requests, reassign him/her to a similar bargaining unit position with no loss of compensation.

C. Requests to Avoid Contact.

If a bargaining unit member is aware that he/she potentially will have contact with a student or employee with a communicable disease, even though such contact poses no special risk to him/her, if he/she desires not to come in contact with the student or employee with the communicable disease, the Employer will seek volunteers from among other bargaining unit members to relieve said bargaining unit member from said contact.

D. In-service Training.

The Employer shall provide in-service instruction to all bargaining unit members regarding the implementation of its policy dealing with communicable diseases, most notably the use of universal sanitation procedures. Such in-services shall be provided before or during the first two (2) weeks of each school year for bargaining unit members who have not previously received such training or who desire to receive the training again.

E. Universal Sanitation Procedures

The Employer shall make readily available in each of the District's buildings all of those supplies and equipment necessary for bargaining unit members to implement universal sanitation procedures, including, but not limited to protective equipment and hepatitis B vaccinations to all bargaining unit members who are first aid providers. The Employer shall advise all bargaining unit members in each building as to the location of such supplies and equipment in that building.

F. Contracting a Disease At Work

In the event a bargaining unit member, in contact with a student or employee having a communicable disease, contracts the disease, the illness shall be deemed to have occurred in the course of the bargaining unit member's employment, and any resulting absences shall be allowed as fully paid leave including all fringe benefits and shall not be charged against the bargaining unit member's accumulated sick leave days. The Employer shall pay to such bargaining unit member the difference between her/his salary and the amount, if any, received under the Worker's Compensation Act for the duration of such absence so that the bargaining unit member continues to be paid an amount as if he/she was actively working and not on disability leave.

G. Indemnification.

The Employer agrees to indemnify bargaining unit members against any damages, fines, legal fees, or other costs that may result as a consequence of implementing the provisions of this Article and the Employer's policy dealing with communicable diseases, including the in-service instruction regarding implementation of the Employer's policy dealing with communicable diseases.

H. The Employer's Obligation.

The Employer is to provide special education programs and related services to students with disabilities who have contracted a communicable disease shall not relieve the Employer of its contractual responsibility to implement the provisions of this Article.

16.2 Medication and Medically Related Services.

A. Provision of Medical and Medically Related Services.

Employees, except in emergency situations and as otherwise specifically provided in this Agreement, shall not be required to provide medical and medically related services, including but not limited to those services listed in the next sentence. A trained health care assistant or school nurse shall be available at all times to provide such services as needed by a medically fragile student, including, but not limited to, clean intermittent catheterization, suctioning (nasal, oral, or deep), ostomy, tracheotomies, tracheotomy care (clean, suction, etc.), feeding and feeding tubes, oxygen regulation or care, handling bodily fluids, injections, toileting, diapering, bathing, lifting, dispensing of or administering medication, postural drainage or percussion, and any other similar procedures.

B. Administration of Medication.

For those medications that need to be administered in school, there shall be a written school policy, developed by representatives from the Employer, Association and parents that set the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. The policy shall include a definition of medications and corresponding administrative procedures, i.e., orally, by inhaler or injection, in drop form or applied to the skin. The policy shall specify who “does what” (i.e., transporting medication from home to school, etc.) and shall provide in-service training for staff who will be administering medications.

C. Written Authorization for Medical Services.

Prior to any personnel performing medical or medically related services to students, written authorization signed by a licensed physician and the student’s parents/guardian shall be received by the District and furnished to the employee. Such authorization shall include the specific medical or medically related procedures that are to be performed, the underlying condition calling for such services, and the specific conditions under which the services are to be provided.

D. Training.

Any employee who is to perform medical or medically related services shall receive prior training from competent health care professionals on the specific procedures to be performed as outlined in the written authorization from the student’s physician and parents. The training shall be provided by the Employer, at its expense, and all training time shall be considered as work time.

16.3 Medically Fragile Students.

A. Definition of “School Health Services”

For the purposes of this Article, the term “school health services” shall mean any act or function constituting the “practice of medicine” and/or “practice of nursing” within the meaning of Sections 17001 and 17201 of the Public Health Code (MCL 333.17001, 17201).

B. Service Provider

A bargaining unit member shall not be required to provide school health services in which case the Employer will seek volunteers from among other bargaining unit members.

No non-licensed bargaining unit member will be required to perform any school health service that, under the standards of acceptable and prevailing practice, requires the level of education, skill and judgment required of a licensed health professional.

C. Notice, Information and Training

Any bargaining unit member required to provide school health services for a student shall be provided all of the following:

1. Completed copies of the "Medical Procedure Authorization Form (attached as Appendix D) and the "Request for Medical Verification of Health Status and Needs Form" (attached as Appendix D) for the student. Said forms shall be provided to the bargaining unit member at least five (5) school days before he/she is to start providing the service to the student. Said forms are not considered completed unless signed by a licensed physician and the student's parent/guardian or an emancipated student. The "Request for Medical Verification of Health Status and Needs Form" shall have the appropriate procedures to be utilized as approved by the physician attached to the completed form.
2. Appropriate training by a licensed health professional regarding the acts or functions delegated to the bargaining unit member under the authorization and attached procedures. The Employer shall pay all costs in connection with the training, including the time taken by the bargaining unit member to receive the training, calculated on a pro rata and per diem basis.
3. All necessary supplies, if any, and a location or setting appropriate to provide the services (e.g., private when the service is personal).
4. Any equipment (radio, telephone, or other telecommunication device) or information necessary to allow direct communication between the bargaining unit member performing the school health services and the supervising licensed medical personnel.

D. Refusal

A bargaining unit member may refuse to perform school health services unless the authorization (including attached procedures), medical verification, training, and an appropriate level of supervision by direct communication have been provided to the bargaining unit member as required in paragraph C. above.

In the event the bargaining unit member refuses to provide school health services, the Employer shall provide the services to the student so as not to disrupt the student's educational programming through the use of other bargaining unit members who have been provided the required authorization, medical verification and training. If such an employee is not reasonably available, then, and only then,

the Employer may provide such service through the use of other non-bargaining unit employees of the District or contracted personnel on a temporary basis until the requirements in paragraph C. can be met.

E. Notice and/or Information When Providing Services On a Substitute or Emergency Basis

If there is a reasonable possibility that a bargaining unit member may be called upon to provide school health services on a substitute or emergency basis, before teaching or otherwise providing services to the student, the bargaining unit member shall be provided with the information and training as required under paragraph C above.

F. Training for All

All bargaining unit members shall be provided training in basic CPR and first aid. Any bargaining unit member in direct contact with a medically fragile student(s) shall be trained in the student's(s') basic characteristics in all handicapped or disability categories. The Employer shall pay all costs in connection with the training, including the time taken by the bargaining unit member to receive the training, calculated on a pro rata and per diem basis.

G. Participation In IEPC and 504 Meeting

Any bargaining unit member who will be required to provide school health services to a student shall be invited, in writing, to participate on the student's individual educational planning committee (IEPC) if the student is "handicapped" within the meaning of the Education of the Handicapped Act (EHA) or in the Individual Family Services Plan (IFSP) if the student meets eligibility requirements pursuant to Public Law 99-457, Part H. Unless directed to attend by the Employer, the bargaining unit member may choose not to do so.

In situations where a student's needs require school health services to be provided by a bargaining unit member solely because the student is "handicapped" within the meaning of the Rehabilitation Act of 1973, as amended, and its regulations (commonly known as the "504 regulations"), the bargaining unit member may request a meeting with a representative of the Employer, the student and his/her parent/guardian to discuss and resolve any problems or concerns that the bargaining unit member might have in providing the services.

H. Gender Concerns

No bargaining unit member shall be required to provide school health services in a situation where it would cause the bargaining unit member to touch or view the genital area of a student of the opposite sex.

I. Supervision/Other Responsibilities

Except in an emergency situation, no bargaining unit member shall be required to provide school health services when: 1) it would cause the bargaining unit member to leave other students he/she is responsible for supervising; 2) the bargaining unit member has student instructional responsibilities; 3) providing the service to the student will adversely affect the bargaining unit member's ability to meet his/her other required responsibilities; or 4) providing the service will significantly disrupt or have a negative impact upon the education of the student or other students.

J. Consultant

The Employer shall retain the services of a licensed physician (with expertise, or access to expertise, regarding various medically fragile conditions) who shall be available to a bargaining unit member, at his/her discretion, for consultation with respect to the identification, evaluation, placement, or provision of services to students who are suspected of being handicapped or handicapped within the meaning of either the Education of the Handicapped Act (EHA) or the Rehabilitation Act of 1973, as amended, and its regulations (commonly known as "504 regulations"), or suspected of being eligible for services pursuant to Public Law 99-457, Part H.

K. Information

Any bargaining unit member required to provide school health services to a student shall have the right, upon request, to receive a copy of the student's multi-disciplinary evaluation team report, IEPC, Individual Family Service Plan (IFSP), and any other information in the student's education records relating in any way to the student's health status or any school health service being provided to the student. The Employer shall at that time advise the bargaining unit member that he/she is subject to confidentiality provisions of the Family Educational Rights and Privacy Act and the regulations promulgated pursuant to the Act.

L. Liability

The Employer shall provide and maintain liability insurance on behalf of each bargaining unit member who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Employer's insurance policies or one million dollars (\$1,000,000), whichever is greater.

The Employer agrees to provide the Association with copies of any Employer provided insurance policy covering any bargaining unit member regarding the provision of school health services. In addition, the Employer agrees to provide the Association with the identity, address, and telephone numbers of the insurance agents handling such insurance and to notify said agents to provide full and complete disclosure to the Association or its agents of the terms, conditions, and coverage of said policies as they affect members of the bargaining unit.

M. Indemnification

To the extent any bargaining unit member is required to provide school health services, the Employer shall indemnify and save the bargaining unit member harmless from any liability, including damages, legal fees, or other costs resulting from their performance of such acts or functions.

To the extent any bargaining unit member is unable to provide a school health service they have been trained for, the Employer shall indemnify and save the bargaining unit member harmless from any liability, including damages, legal fees, or other costs resulting from their performance of such acts or functions.

N. Anti-Retaliation

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged, or denied any professional advantage, directly or indirectly, by the Employer, its administrators, or representatives, due in any way, to the bargaining unit member having: 1) filed a complaint the under Part 8 of the Michigan Special

Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or 2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of school health services as provided for in this Article or by law.

O. Notice At Hiring

During the hiring process of any bargaining unit member who may be required to provide school health services or self-care activities on behalf of students (such as diapering or toileting), the Employer shall advise the prospective bargaining unit member, in writing, before he/she is employed, the specific types of such acts, functions, or activities he/she may be asked to perform. The Employer shall likewise provide advice, in writing, regarding availability of training and other support, both staff and materials resources, before he/she is employed.

Article 17
Family and Medical Leave Act

17.1 FMLA.

The employer shall grant unpaid leaves of up to twelve (12) weeks for each bargaining unit member eligible under the law (currently defined as bargaining unit members who have been employed at least twelve (12) months within the previous seven (7) years and who have worked a minimum of 1,250 hours in the previous twelve (12) months). If the bargaining unit member requests leave for one of the following reasons, the employer shall consider the initial twelve (12) weeks of such leave as a request for leave under the family and medical leave act :

1. The serious health condition of the employee; or
2. Of the bargaining unit member's spouse, parent, child, grandparent, in-laws or siblings; or
3. The placement of a child for adoption or foster care; or
4. The birth of bargaining unit member's son or daughter and care of the infant child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

17.2 Military Caregiver Leave.

The employer shall grant unpaid leaves of up to twenty-six (26) weeks (inclusive of the twelve (12) weeks granted under 17.1 above) in a single twelve (12) month period to care for a covered service member. Covered service members include: members of the armed forces, including the National Guard or reserves, with a serious illness or injury incurred in the line of duty on active duty.

1. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.
2. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating in the military.
3. "Family member" is defined as the spouse, child, parent, grandparent, siblings, or next of kin (nearest blood relative).

17.3 Family of National Guard/Reserves.

Family members of service members in the national guard or reserves shall be allowed upon request, the use of up to twelve (12) weeks of their FMLA leave to manage the affairs of the service member while s/he is on active duty, whether current, or prospective (call-up). Such “qualifying exigency leave” may be taken for:

1. Short notice deployment
2. Military events
3. Child-care and school activities
4. Financial and/or legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities
8. Additional activities agreed upon as qualifying between the Employer and employee.

17.4 Return from Leave (FMLA).

Upon return from the leave, the bargaining unit member shall be returned to a position that he/she is highly qualified and certified for with equivalent employment benefits, pay and conditions of employment. .

- A. Should such position no longer exist due to restructuring necessitated by severe financial causes, a position equivalent in pay, benefits, hours, and other terms and conditions of employment shall be offered or created. However, if the leave would qualify, under another provision of the master agreement, for superior return rights, the superior rights shall apply.
- B. The bargaining unit member is subject to the layoff provision by virtue of seniority under circumstances that s/he would be subject to had s/he not been on FMLA leave. In such event, the employee shall be treated the same as any other bargaining unit member, except that; health insurances shall be continued for at least the remainder of the contract year, or the completion of the projected FMLA leave, whichever is longer.

17.5 Paid versus Unpaid Leave.

The bargaining unit member shall have the option of using accrued paid leave days, if available. The remainder of the leave time will be unpaid. However, if an employee who has accrued leave days chooses to begin the leave on an unpaid basis, he or she will not be allowed to convert paid days during the leave.

17.6 Insurance Benefits during Leave.

Medical, dental and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. an bargaining unit member who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the bargaining unit member’s control pursuant to FMLA regulation 825.213(a)(2), will be expected to reimburse the District for the medical, dental and vision premiums or rate established for cobra. Such reimbursement shall be deducted from the employee’s payroll check upon return or from any remaining monies then owed the bargaining unit member.

17.7 Seniority during Leave.

Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on such leave.

17.8 Reduced/Intermittent Leave.

The bargaining unit member shall have the right to take the leave on a reduced or intermittent schedule. Increments may be taken using the shortest amount of time allowed for other types of leave. If the intermittent leave is for scheduling of appointments for health care, the employee should make a reasonable effort to do so as to not unduly disrupt the operation of the District. However, it is the judgment of the provider that shall prevail regarding scheduling. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave involving being absent more than twenty percent (20%) over the period of time requested, may be required by the employer to:

- A. Take leave for periods of a particular duration; or
- B. Temporarily transfer to another, equivalent, position offered by the employer for which the employee is qualified.

17.9 Employer Notice of Leave.

Whenever practical, the bargaining unit member will provide the employer at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the attached forms for a FMLA leave prior to taking the leave. Bargaining unit members shall follow regular call-in procedures for reporting qualifying FMLA leaves, absent unusual circumstances.

17.10 Academic Calendar and Leave.

If a bargaining unit member requests or begins a FMLA leave near the end of an academic term, the bargaining unit member may be required to remain on leave until the end of the academic term, as provided in the FMLA. the parameters are:

- A. More than five (5) weeks before the end of the term with a leave of three (3) or more weeks, with a return within the last three (3) weeks, or;
- B. The leave is for reasons attached to other than the employee, between three (3) and five (5) weeks before the end of the term, for more than two (2) weeks in duration and ending during the last two (2) weeks of the term.
- C. Within three (3) weeks of the end of the term, for reasons other than his/her own, and for more than five (5) working days.

17.11 Employer Rights (FMLA).

The Employer reserves the right to require appropriate certifications as provided in the FMLA certification for taking the leave shall be satisfied through the use of the U.S. Department of Labor form attached as Appendix E. Certification for return to work shall be satisfied by a statement from the bargaining unit member's personal physician that the bargaining unit member is physically able to return to work in the bargaining unit member's original assignment only on the same basis as are other non-FMLA leaves required to so certify.

FMLA leave shall run concurrently with other applicable leaves of absence, if any.

Article 18 Compensation

A. Anything in the following salary schedules notwithstanding.

1. Additional compensation in the amount set forth in "Schedule 'B'" shall be paid to the bargaining unit member who performs such assignment in addition to his/her regular professional assignments. No additional compensation shall be due if an assignment is in lieu of a regular assignment or if the activity is included as the subject matter of a class.

B. Effective July 1, 1984 and thereafter, a bargaining unit member shall advance to the MA+15 column of the salary schedule under the following conditions:

1. A proposed program shall be submitted to the Superintendent for approval prior to the starting of any course work that is to receive credit. Only course work approved by the Superintendent shall be eligible for credit under this provision.
2. Completion of fifteen (15) hours beyond the Master's Degree in an advanced degree program at an accredited college or university, or
3. Completion of fifteen (15) additional credit hours of study beyond the Master's Degree in subject areas identified to specifically enhance the instructional skills of the bargaining unit member, knowledge of subject matter, or expansion of the bargaining unit member's credentials to teach in areas beyond their current certification.
4. A minimum grade of "B" must be received for all graduate level courses in order to receive credit. A minimum achievement grade of "C" must be received for all undergraduate level courses in order to receive credit.

C. Insurance Benefits

1. Health Plans.

For the term of the 2013-2016 agreement, bargaining unit members electing MESSA Account Based Choices (ABC 1) health plan benefit, the cost of major medical insurance shall be borne as follows:

- a. Employer pays 80% of premium.
- b. Bargaining unit member pays 20% of premium.

For the time period of July 1, 2013 through June 30, 2016 school years, the cost of the MESSA ABC 1 health plan benefit deductible shall be borne as follows:

1. Single Subscriber.
 - a. Employer pays \$625.00 of the deductible.
 - b. Bargaining unit member pays \$625.00 of the deductible.
2. Two Person and Full Family Subscriber
 - a. Employer pays \$1,250.00
 - b. Bargaining unit member pays \$1,250.00

- D. The Employer will deposit its portion of the health plan benefit deductible into each bargaining unit member's HSA in two (2) equal payments by January 5th and July 5th of 2013, 2014, 2015 and 2016.
- E. Beginning July 1, 2013, bargaining unit members electing MESSA Choices II shall be responsible for paying both the 20% of the major medical insurance premium AND the difference between the Choices II and MESSA ABC 1 premium cost.
- F. Dental and Vision.
Effective July 1, 2013, the cost of dental and vision insurance shall be borne as follows:
1. Employer pays 80% of premium.
2. Bargaining unit member pays 20% of premium.
- G. Revenue Response.
In the event the District receives significant increases in revenue, it is agreed that the employer, in partnership with union leadership, shall work together to restore programs and positions.

In the event the District incurs significant revenue reductions or unanticipated expenditures, it is agreed that the employer, in partnership with union leadership, shall work together to determine appropriate adjustments to the budget.
- H. For those husband-wife combinations employed by Mattawan Consolidated School during the duration of this Agreement who apply to receive health insurance benefits, such coverage shall be limited to providing coverage under one policy. In such an instance, the married couple may choose in whose name the health insurance policy will be. The other individual will then be eligible for benefits pursuant to item 2.1 B. Individuals employed prior to August 28, 1990 shall be exempt from this provision.
- I. The Employer agrees to pay each bargaining unit member not electing Choices II a sum not to exceed 100% of the current single subscriber premium for health insurance under the HSA/ABC 1
- J. The Employer shall provide, without charge, effective July 1, 2013 \$75,000 of Group Term Life Insurance for all regular full-time bargaining unit members.
- K. Mattawan Consolidated School Self-Insured Dental Program 90%,90%,90%(\$1,500 maximum, \$3,000 orthodontics)
- L. VSP 3 Gold vision insurance or a comparable self-funded vision plan.
- M. General Provisions.
1. Duration of Coverage.
a. If a bargaining unit member provides professional services for the entire school year, the Employer's insurance contribution shall extend for twelve (12) calendar months.
b. If a bargaining unit member provides professional services for less than a full school year and is returning for the next school year, the Employer's insurance contribution shall be reduced pro rata.

- c. If a bargaining unit member provides professional services for less than a full school year and is not returning for the next school year, the Employer shall contribute only for those months that professional services were rendered.

N. Part-time bargaining unit members.

The contributions of the Employer for part-time bargaining unit members shall be in the same proportion as the compensation of such part-time bargaining unit member bears to the compensation of a full-time bargaining unit member in the same pay classification, provided, however, the Employer shall not be required to make any contribution if the bargaining unit member shall not be eligible for such group insurance benefits.

O. Cooperation.

The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.

Tuition Reimbursement Program.

The Employer agrees to fund a tuition reimbursement program in the amount of fifty thousand dollars (\$50,000). Bargaining unit members are eligible to receive up to one hundred and twenty-five dollars (\$125) per credit hour. Reimbursement will not exceed seven hundred and fifty dollars (\$750) per bargaining unit member per contract year. Claims must be filed by June 30th and payment will be remitted by August 15th. If claims for reimbursement are greater than fifty thousand dollars (\$50,000), the claims will be paid on a pro-rata basis.

Bargaining unit members are eligible to receive up to one hundred and twenty-five (\$125) for 30 State Continuing Education Clock Hours (SCECHs) reimbursement. Reimbursement will not exceed \$750, or 180 SCECHs, per renewal period. Continuing Education Credits will be reimbursed under the above terms. Continuing Education Credits must be obtained through an accredited college or university. District Provided Professional Development (DPPD) hours in accordance with Michigan School Code Section Code Section 380.1527

Successful completion of classes between July 1st and June 30th, will be eligible for reimbursement. Successful completion is defined as receiving a minimum grade of B for graduate classes and C for undergraduate classes.

MATTAWAN CONSOLIDATED SCHOOL
Schedule A Salary Schedule
July 1, 2013 - June 30, 2014

BA Base 2013-14						2nd Masters Doctorate Specialist
Step	BA	BA+18	MA	MA+15		
0	\$35,460	\$37,233	\$38,297	\$40,425	\$42,552	
0.5	\$36,346	\$38,119	\$39,361	\$41,489	\$43,616	
1	\$37,233	\$39,006	\$40,425	\$42,552	\$44,679	
1 1/2	\$38,119	\$39,892	\$41,489	\$43,616	\$45,743	
2	\$39,006	\$40,779	\$42,552	\$44,679	\$46,808	

2 1/2	\$39,892	\$41,665	\$43,616	\$45,743	\$47,872
3	\$40,779	\$42,552	\$44,679	\$46,808	\$48,936
3 1/2	\$41,665	\$43,438	\$45,743	\$47,872	\$49,998
4	\$42,552	\$44,325	\$46,808	\$48,936	\$51,062
4 1/2	\$43,438	\$45,212	\$47,872	\$49,998	\$52,126
5	\$44,325	\$46,099	\$48,936	\$51,062	\$53,191
5 1/2	\$45,212	\$46,985	\$49,998	\$52,126	\$54,255
6	\$46,099	\$47,872	\$51,062	\$53,191	\$55,318
6 1/2	\$46,985	\$48,758	\$52,126	\$54,255	\$56,382
7	\$47,872	\$49,645	\$53,191	\$55,318	\$57,445
7 1/2	\$48,758	\$50,531	\$54,255	\$56,382	\$58,509
8	\$49,645	\$51,418	\$55,318	\$57,445	\$59,573
8 1/2	\$50,531	\$52,304	\$56,382	\$58,509	\$60,637
9	\$51,418	\$53,191	\$57,445	\$59,573	\$61,701
9 1/2	\$52,304	\$54,076	\$58,509	\$60,637	\$62,765
10	\$53,191	\$54,963	\$59,573	\$61,701	\$63,829
10 1/2	\$54,076	\$55,849	\$60,637	\$62,765	\$64,892
11	\$54,963	\$56,736	\$61,701	\$63,829	\$65,955
11 1/2	\$55,849	\$57,622	\$62,765	\$64,892	\$67,020
12	\$56,736	\$58,509	\$63,829	\$65,955	\$68,084
12 1/2	\$57,622	\$59,395	\$64,892	\$67,020	\$69,148
13	\$58,509	\$60,282	\$65,955	\$68,084	\$70,212
14-17	\$60,282	\$62,056	\$68,084	\$70,211	\$72,338
18-21	\$62,056	\$63,829	\$70,212	\$72,338	\$74,467
22-25	\$63,829	\$65,602	\$72,338	\$74,467	\$76,594
Over 25	\$65,601	\$67,375	\$74,467	\$76,594	\$78,722

Student Activities Schedule B

This Schedule shall apply to those bargaining unit members who are members of the bargaining unit and voluntarily accept a student activity assignment. The rates set forth shall apply to any services performed prior to the commencement of the next school year, regardless of the expiration of the Collective Bargaining Agreement.

Schedule B shall apply to positions covered by the Agreement in areas other than athletics.

B1 Fine Arts Class Related Assignments:

HS Vocal	.12
HS/MS Instrumental Associate	.12
HS/MS Instrumental Assistant	.08
HS/MS Instrumental Associate Summer	.07
HS/MS Instrumental Assistant Summer	.05
MS Vocal	.02

B2 Other Fine Arts:

Major Musical Producer/Director	.11
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Major Drama Director	.07
Forensics Director	.09
MS Musical Producer/Director	.03

If represented by the bargaining unit for positions listed under the *Other Fine Arts*, the leaders will receive an additional .01 of the base per agreement.

B3 Yearbook:

HS Yearbook - no class	.08
HS Yearbook - with class	.04
MS Yearbook - no class	.05
MS Yearbook - with class	.02

B4 Class Sponsors/Organizations:

Senior Class Co-Sponsor (2 persons)	.025 each
Senior Class Sponsor (1 person)	.05
Junior Class Co-Sponsor (2 persons)	.025 each
Junior Class Sponsor (1 person)	.05
Sophomore Class Co-Sponsor (2 persons)	.015 each
Sophomore Class Sponsor (1 person)	.03
Freshman Class Co-Sponsor (2 persons)	.015 each
Freshman Class Sponsor (1 person)	.03
National Honor Society	.02
HS Student Council	.05

If represented by the bargaining unit for positions listed under *Class Sponsors/Organizations*, sponsors will receive an additional .01 per assignment.

B5 Hourly Compensation:

	2013-2014
Professional Development	20.02
Curriculum Development	20.02
Summer School	21.71

One (1) hour on-site preparation is allowed for each five (5) hours of classroom teaching summer school.

Future year changes will become effective on the day following Labor Day.

B6 Formation of clubs and organizations.

A. For clubs, organizations, and other activities not listed above or within this section, the potential leader shall submit to the building principal goals, methods to measure success in meeting goals of the activity, and a budget that reflects the number of meetings, length of meetings and other potential variables and expenses for the proposed activity.

B. Compensation for the following clubs/activities shall be as follows:

1. High School Science Olympiad/ Model United Nations

- a. If there is more than one (1) participating bargaining unit member, a lead bargaining unit member whose responsibility is coordinating the activity shall be appointed and compensated one hundred dollars (\$100).
- b. A pool of one-thousand dollars (\$1,200) shall be provided to be shared by participant bargaining unit members as developed by the lead Science Olympiad/ Model UN bargaining unit member.
- c. A stipend of one hundred dollars (\$100) per competition for up to three (3) competitive events that may include State Competition shall be paid to a maximum of four (4) participating bargaining unit members.

2. Middle School Science Olympiad

- a. If there is more than one (1) participating bargaining unit member, a lead bargaining unit member whose responsibility is coordinating the activity shall be appointed and compensated one hundred dollars (\$100).
- b. A pool of nine hundred dollars (\$900) shall be provided to be shared by participant bargaining unit members as developed by the lead Science Olympiad bargaining unit member.
- c. A stipend of one hundred dollars (\$100) per competition for up to two (2) competitive events that may include State Competition shall be paid to a maximum of four (4) participating bargaining unit members.

3. Middle School Math Counts

- a. If there is more than one (1) participating bargaining unit member, a lead bargaining unit member whose responsibility is coordinating the activity shall be appointed and compensated one hundred dollars (\$100.)

- b. A pool of nine hundred dollars (\$900) shall be provided to be shared by participant bargaining unit members as developed by the lead Math Counts bargaining unit member.
- c. A stipend of one hundred dollars (\$100) per competition for up to two (2) competitive events that may include State Competition shall be paid to a maximum of four (4) participating bargaining unit members.

4. Other Compensated High School Activities:

The following high school activity sponsors shall be compensated at the rate of two hundred dollars (\$200) per school year for each activity;

- a. French Club, Newspaper and SADD.
- b. Funding for established clubs not listed and those established at a future date shall be funded at the discretion of administration.

B7 Mentor bargaining unit member.

Each mentor bargaining unit member shall receive one and one-quarter percent (1.25%) of the BA base salary per mentee, per school year. The mentor bargaining unit member shall receive fifty percent (50%) of the stipend at the end of the first successful semester of being a mentor and fifty percent (50%) after the second successful semester of being a mentor.

Athletic Coaches Schedule C

Schedule C shall apply to athletic coaching. The Schedule C base for determining compensation shall be the BA step zero for the current school year.

C1 Compensation for Head Varsity Coaches.

The formula for determining varsity coach compensation shall be as follows:

$\begin{aligned} & \text{BA Base Step Zero} \times \text{Head Varsity Coach Index} \\ & + \text{Experience Factor} + \text{Other Compensation} \\ & = \text{Head Varsity Coach Compensation} \end{aligned}$

POSITION	INDEX
Baseball	.09
Basketball	.18
Cheer,(fall)	.07
Cheer, (winter/comp)	.10
Cross Country	.08

POSITION	INDEX
Football	.18
Golf	.07
Hockey	.11
Soccer	.09
Softball	.09
Swimming	.10
Tennis	.08
Track and Field	.09
Volleyball	.12
Wrestling	.12

- C2 Compensation for Coaches Other than Head Varsity Coaches.
The following formula will be used to determine the pay for all coaching positions other than Head Varsity Coaches.

$\begin{aligned} & \text{BA Base Step Zero} \times \text{Other Than Head Varsity Coach Index} \\ & + \text{Experience Factor} + \text{Other Compensation} \\ & = \text{Other Than Head Varsity Coach Compensation} \end{aligned}$

POSITION	INDEX
Baseball, Junior Varsity	.07
Basketball, Junior Varsity	.09
Basketball, Ninth	.09
Basketball, Middle School	.04
Cheer, Junior Varsity (fall)	.04
Cheer, Junior Varsity (winter/comp)	.06
Cheer, Ninth (fall)	.04
Cheer, Ninth (winter/comp)	.06
Cheer, Middle School (fall)	.04
Cross Country, HS Assistant	.06
Cross Country, Middle School	.03
Football, Assistant Varsity	.09
Football, Junior Varsity Head	.09
Football, Assistant Junior Varsity	.08
Football, Ninth Head	.09
Football, Assistant Ninth	.07

POSITION	INDEX
Football, Middle School Head	.04
Football, Middle School Assistant	.03
Hockey, HS Assistant	.07
Soccer, Junior Varsity	.07
Softball, Junior Varsity	.07
Tennis, Junior Varsity	.05
Track, High School Assistant	.06
Track, Middle School	.03
Track, Middle School Assistant	.02
Volleyball, Junior Varsity	.08
Volleyball, Ninth	.08
Volleyball, Middle School	.04
Wrestling, High School Assistant	.07
Wrestling Middle School	.04
Wrestling, Assistant Middle School	.03

*A stipend of two hundred dollars (\$200) will be paid to the coaches of the Middle School "white" teams (extra) in both the 7th and 8th grade Girl's Volleyball and Boy's and Girl's Basketball.

A stipend of two hundred dollars (\$200) will be provided for a Middle School Assistant Track Coach if the number of participants exceeds forty (40). A stipend of two hundred dollars (\$200) will be provided for a second Assistant Track Coach if the number of participants exceeds eighty (80).

Other Conditions for Schedule B and Schedule C

- A. After receiving an assignment, the coach or director shall submit to the athletic director or principal a written statement setting forth:
1. The specific goals to be achieved by the activity, and
 2. The general methods to be used in the achievement of such goals.
 3. Job descriptions will be developed for the Schedule B/C activities with the assistance of those participants involved.

Upon completion of the assignment, each coach or director shall submit a written statement to the Athletic Director or Principal setting forth the extent to which the goals were achieved together with any relevant comments concerning:

1. The extent of student participation in the activity and the anticipated student interest for the following school year.
 2. The cost of the activity together with a preliminary budget for the next school year.
 3. The elimination or modification of the activity or suggested alternatives for the activity.
 4. The revision or modification of the goals to be achieved by the activity.
 5. Modification in the job description and the approximate time involved in completing the assignment.
 6. Changes in physical facilities, scheduling, or personnel.
 7. Such additional comments as may be relevant to maintain and improve the quality of the educational program.
- B. Minimum expectations for a person appointed to Fine Arts Class Related Assignments shall generally reflect those activities provided during the school year. If those expectations are not met, a reduced payment may be made reflecting the reduction in activities.
- C. Compensation for Schedule B and Schedule C shall occur as follows:
1. One half ($\frac{1}{2}$) of the compensation shall be paid to the employee approximately half way through the time span of the activity. The employee shall be responsible for providing a written request for such payment to the athletic director or principal at the appropriate time.
 2. One half of the compensation shall be paid to the employee after the athletic director or principal certifies to the business manager that the provisions of section "A" of other conditions for Schedule B and Schedule C above have been completed, keys accounted for, and equipment has been secured.

Other Conditions Schedule C Only

A. Head Varsity Coach Experience Factor.

Head Varsity Coaches will receive one-half percent (0.5%) increase of the BA base for each year beyond the first year to a maximum of four percent (4%) additional compensation beyond the base amount for the specific sport.

Year One:	Base Amount
Year Two:	0.5%
Year Three:	1.0%
Year Four:	1.5%
Year Five:	2.0%
Year Six:	2.5%
Year Seven:	3.0%
Year Eight:	3.5%
Year Nine:	4.0%

B. Other than Head Varsity Coach Experience Factor.

Coaches other than head varsity coaches will receive one-half percent (0.5%) increase of BA base for each year beyond the first year to a maximum of two percent (2%) additional compensation beyond the base amount for the specific coaching assignment listed.

Year One:	Base Amount
Year Two:	0.5%
Year Three:	1.0%
Year Four:	1.5%
Year Five:	2.0%

- C. A person represented by the bargaining unit that is appointed to a Schedule C position will receive additional compensation of one percent (1%) of the BA base per assignment.
- D. Add one percent (1%) of the BA base to the basketball, football, tennis, volleyball, soccer and swimming varsity head coach if the varsity head coach organizes and leads a summer camp for youth that has received prior approval of the high school athletic director.
- E. If a bargaining unit member is appointed to a coaching position that is split (co-coaches), compensation for each co-coach shall be figured separately as though each coach was the single coach, reflecting the individual coach's position, experience and the coach's other compensation. Each coach will be compensated half of the stipend generated by this procedure for the individual coach based on their experience and other compensation provisions of the formula.
- F. "Same sport" shall be defined as the sport specifically listed under Schedule C of this agreement.
- G. In appointing a coach to a head varsity coach position for the first time, compensation shall be administered as follows:
1. A new head varsity coach may be granted, at the discretion of administration, credit as a head coach at another school.
 2. If an assistant coach is appointed to a head varsity coaching position, the coach may be granted, at the discretion of administration, one (1) year of credit on the experience index in the head varsity coaching index for each two (2) full years served as a coach in the same sport as an assistant.
- H. A coach other than a head varsity coach new to Mattawan may be granted, at the discretion of administration, up to four (4) years of credit as a coach in the same sport at another school.
- I. A coach shall automatically advance to the next step provided on Schedule C for that specific coaching position unless the athletic director has informed the coach in writing of unsatisfactory performance in the coaching position. In the event a coach receives an unsatisfactory performance but is rehired, the coach will not advance steps on Schedule C for the next school year.

- J. If an entire varsity team, as opposed to individuals or parts of a varsity team, advances past the first level or week of competition in an MHSAA sponsored tournament, the coach(es) of the varsity team during the regular season shall receive extra compensation as follows:
 - 1. Head varsity coaches shall receive one hundred dollars (\$100) per team contest and fifty dollars (\$50) per team practice and varsity assistant coach shall receive seventy-five dollars (\$75) per team contest and forty dollars (\$40) per team practice for each occurrence beyond the first level or week of MHSAA tournaments as long as the team advances.
 - 2. In a sport where individual team members rather than a whole team advance to State-level competition, one (1) varsity coach shall be selected to represent the general category of the sport listed in this agreement to coach the State-level participants. The stipend shall be one hundred dollars (\$100) per contest and forty (\$40) per practice for this assignment.
 - 3. The athletic director must approve practices and coordinate any extra pay under this provision.
- K. Coaching compensation for coaches not represented by the bargaining unit shall be at the discretion of administration.
- L. All positions under Schedule B and Schedule C are not eligible for tenure.

**Article 19
Duration of Agreement**

This Agreement shall be effective as of the date hereof, and shall continue in effect until June 30, 2016.

This Agreement's Compensation shall be in effect until June 30, 2014. Compensation shall be defined as:

- 1. Schedule A- Basic Compensation Schedule
- 2. Tuition Reimbursement Program
- 3. Schedules B and C- Student Activities.

Dated: _____ Dated: _____

By: _____ By: _____
 Bryant Warren, MEA Uniserv Director Dr. Patrick Bird, Superintendent
 5-A/B Mattawan Consolidated School
 Kalamazoo County Education Association

By: _____ By: _____
 MaryJo Cobb, Co-President William H. Disch, Assistant Superintendent,
 Mattawan Education Association Business Services
 Mattawan Consolidated School

By:

Louis Price, Co-President
Mattawan Education Association

By:

Kirt Brown, Chief Negotiator
Mattawan Education Association

APPENDIX A

Time Tracking Sheet Outside Regular Scheduled Workday

APPENDIX A

TIME/ TRACKING SHEET FOR

OUTSIDE REGULARLY SCHEDULED WORKDAY

Bargaining Unit Member Name

It is the duty of the bargaining unit member to track their own time and gain the appropriate signature from a building supervisor after each time segment. Time will be tracked in 15 minute increments (must be at least a 15 minute meeting). Time must be submitted to the Central Office on a quarterly basis for sick time or personal business time at the choice of the bargaining unit member.

Meeting Date/ Description	Accumulated Time: ¼ ½ ¾ hour	Time of Day: (7AM, 5 PM)	Supervisor Signature
Meeting Date/ Description	Accumulated Time: ¼ ½ ¾ hour	Time of Day: (7AM, 5 PM)	Supervisor Signature
Meeting Date/ Description	Accumulated Time: ¼ ½ ¾ hour	Time of Day: (7AM, 5 PM)	Supervisor Signature
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Meeting Date/ Description	Accumulated Time: ¼ ½ ¾ hour	Time of Day: (7AM, 5 PM)	Supervisor Signature
Meeting Date/ Description	Accumulated Time: ¼ ½ ¾ hour	Time of Day: (7AM, 5 PM)	Supervisor Signature

SIGNATURE

DATE

Type of Time Requested
(Sick/ Personal Business)

APPENDIX B
Member Sick Bank Request Form

APPENDIX B

MATTAWAN EDUCATION ASSOCIATION
Member Sick Bank Request Form

Bargaining Unit Member Name

Please check the appropriate box for the bank you are requesting days from:

Loaner Bank (1-10 days) Long Term Bank (11-30 days) Critical Need Bank (30+ days)

Total Number of Days Requested from Sick Bank:

Brief Description of Circumstance:

(Long term and Critical need banks require a physician's note)

I, _____, do hereby swear to repay borrowed days at a rate of up to five
Bargaining Unit Member
(5) per year, until the sick bank has been replenished for the days I received. I understand my pay will be reduced for the cost of days not reimbursed to the sick bank in the event of severance of duty.

Signature

Date

OFFICIAL USE ONLY

Where did the days come from?

Date subtracted and Bank total:

Repayment date and reminder:

Print Form

APPENDIX C
Grievance Form

APPENDIX C
GRIEVANCE FORM

Grievance No.

Grievant's Name:

Date Filed:

Work Location:

Classification/Assignment:

Date Grievance Occurred:

Nature of Grievance:

Contract Article(s) or practice(s) violated:

Relief sought:

Grievant's Signature

Date:

Distribution of Copies:

- Local President Grievance Committee Chairperson Grievant MEA Uniserve Rep MCS Administration

INFORMAL LEVEL

Date discussed with Supervisor: _____

Result of Discussion:

Signature: _____

Date: _____

FORMAL LEVEL I

Date Received by Supervisor: _____

Disposition by Supervisor:

Signature: _____

Date: _____

FORMAL LEVEL II

Date Received by Superintendent: _____

Disposition by Supervisor:

Signature: _____

Date: _____

FORMAL LEVEL III

Date Submitted to Arbitrator: _____

Disposition by Arbitrator:

Signature: _____

Date: _____

Print Form

APPENDIX D

Medical Procedure Authorization Form



Mattawan Consolidated School

*Fifty-Six Seven Twenty Murray Street
Mattawan, Michigan 49071-9543*

269-668-3361

Fax: 269-668-2372

www.mattawanschools.org

APPENDIX D

Medical Procedure Authorization Form

I delegate and authorize the staff* of the Mattawan Consolidated School District to perform for _____ student, the acts, tasks and functions indicated on the "Request for Medical Verification of Health Status and Needs Form", dated _____, which I previously provided the District. This authorization is subject to the condition that District staff assigned to perform these activities have been provided the required training as specified in the above Request.

I have reviewed the attached procedures for _____ (procedure) which will be utilized and approve them, subject to any specific modifications necessary for this student that I have noted on the procedures.

I agree to supervise the performance of these activities and procedures in accordance with the Public Health Code [MCL 333.1609(2)] by being continuously available through direct communications with District staff* performing them (staff may contact me in case of emergency by using this phone number: _____) and by regularly reviewing the student's health/medical status and needs, as well as the procedures being utilized by the staff.

Physician's Signature

Date

Printed Name of Physician

I have reviewed the "Request for Medical Verification of Health Status and Needs Form", dated _____, provided to the District by Dr. _____ regarding my child, _____, the above Authorization and attached procedures. I hereby consent to District staff* performing the activities authorized above for my child as provided in the Request and attached procedures.

Parent/Guardian Signature

Date

*The terms "staff" and "District staff" as used in this authorization include the employees of District contracted providers of any related services.

Please return a copy to:

Building Principal

Bargaining Unit Member(s) involved

Parent/ Guardian

Central Office/ Human Resources

The Mattawan Board of Education does not discriminate on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, marital status, or any other legally protected characteristic in its programs and activities, including employment opportunities. Please contact the Director of Human Resources, 56720 Murray Street, Mattawan, MI 49071, 269-668-3361 with inquiries regarding nondiscrimination policies.

APPENDIX E

Request for Medical Verification of Health Status and Needs Form

APPENDIX E

Mattawan Consolidated School District

REQUEST FOR MEDICAL VERIFICATION OF HEALTH STATUS AND NEEDS FORM

Student Name	<input type="text"/>	Date of Birth:	<input type="text"/>
Address	<input type="text"/>		
Parent/ Guardian Name:	<input type="text"/>	Phone :	<input type="text"/>
Physician's Name	<input type="text"/>	Phone :	<input type="text"/>

Note to Physician: Should you have any questions regarding this request, please contact:

I. VERIFICATION OF MEDICAL, HEALTH AND BEHAVIOR STATUS.

A. Briefly describe medical, health and behavioral status of the student:	<input type="text"/>
B. Identify any medical conditions not addressed in A above:	<input type="text"/>
C. Identify any health concerns not addressed in A above:	<input type="text"/>
D. Identify any behavioral concerns not addressed in A above:	<input type="text"/>
E. Identify any communicable disease that student has or is identified as a carrier:	<input type="text"/>

II. TRANSPORTATION SERVICES

A. Briefly describe the staff supervision and interventions necessary for the student to be safely transported to and from school given the student's health and medical status.	<input type="text"/>
B. Identify the necessary training required for staff to provided the supervision and interventions addressed in A. above.	<input type="text"/>

C. Identify any additional restrictions or modifications that would be necessary for the student to be safely transported to and from school.

--	--

D. Identify any additional special equipment, aids, restraints or mobility assistance for the student to be safely transported to and from school.

--	--

III. PARTICIPATION IN THE SCHOOL DAY PROGRAM.

A. Briefly describe the staff supervision and interventions necessary for the student to safely participate in the normal school day program given the student's health and medical status.

--	--

B. Identify the necessary training required for staff to provide the supervision and interventions addressed in A. above.

--	--

C. Identify any additional restrictions or modifications in the participation in school activities or medical care that would be necessary for the student to safely participate in the school day program.

--	--

D. Identify any additional special equipment, aids, restraints or mobility assistance needed for the student to safely participate in the school day program.

--	--

IV. RECOMMENDATIONS FOR TRANSPORTATION AND SCHOOL ATTENDANCE.

Based upon the above information and identified procedures, _____, IS able to attend and be safely transported to and from school. Therefore, transportation and school attendance IS recommended.

Based upon the above information and identified procedures, _____, IS NOT able to attend and be safely transported to and from school. Therefore, transportation and school attendance IS NOT recommended.

Based upon the above information and identified procedures, it is recommended that _____ receive school service in the following manner:

Physician's Signature and Date _____

Please return to : _____

APPENDIX F

Application for Family or Medical Leave



Mattawan Consolidated School

Fifty-Six Seven Twenty Murray Street

Mattawan, Michigan 49071-9543

269-668-3361

Fax: 269-668-2372

www.mattawanschools.org

APPENDIX F

Application for Family or Medical Leave

Name

Address

City Zip Code

Building

Anticipated Leave Start Date: Expected Return to Work Date:

Reason for Leave:

An Employee requesting leave for the Employee's serious health condition or the serious health condition of the Employee's spouse child or parent must submit a verifying medical certification from a physician with fifteen (15) days of application for leave.

I hereby authorize a health care provider representing Mattawan Consolidated School to contact my physician to verify the reason for my requested Family and Medical Leave.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved by Mattawan Consolidated School.

Signature _____

Approved by: _____

Date: _____

Date: _____

Print Form

The Mattawan Board of Education does not discriminate on the basis of race, color, religion, national origin or ancestry, sex, age, disability, height, weight, marital status, or any other legally protected characteristic in its programs and activities, including employment opportunities. Please contact the Director of Human Resources, 56720 Murray Street, Mattawan, MI 49071, 269-668-3361 with inquiries regarding nondiscrimination policies.