



*Mattawan Consolidated School*  
*56720 Murray Street*  
*Mattawan, Michigan 49071*

# **AGREEMENT**

**between**

**MATTAWAN CONSOLIDATED SCHOOL  
VAN BUREN AND KALAMAZOO  
COUNTIES, MICHIGAN**

**and**

**KALAMAZOO COUNTY EDUCATION  
ASSOCIATION**

**2009-2013**



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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 members' lounge, to avoid student involvement, for the purpose of posting matters of Association concern. The Association may use bargaining unit member mail boxes 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 Rights of Citizenship.

The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

2.4 Non-discrimination.

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or disability, or place of residence.

2.5 Sexual Harassment.

A. Sexual harassment against (or by) bargaining unit members will not be tolerated in the District's employment practices (and/or educational programs or activities). Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either an explicit or implicit condition of employment (or participation in an educational opportunity or activity);
2. Submission to or rejection of the condition is used as the basis for an employment (or an educational) decision affecting the harassed bargaining unit member (or individual), or
3. The harassment substantially interferes with a bargaining unit member's (or other individual's) work (or educational) environment or creates an intimidating, hostile, or offensive work (or educational) environment.

B. For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of socially acceptable nature as determined by a reasonable person of the victim's gender. It refers to behavior which is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that therefore interferes with the victim's work (or academic) effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti;

sexually degrading words and innuendos; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

- C. Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this Agreement, including, but not limited to: Section 4.7 (Just Cause), Section 4.8 (Progressive Discipline), Section 4.9 (Association Representation), Section 4.10(Personnel File) and Section 4.11 (Complaints).
- D. Any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, when the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The Employer hereby assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the Employer permit or engage in retaliation of any kind against any employee who initiates a complaint.

## 2.6 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.

2.7 Just Cause.

No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Bargaining Unit Members' Tenure Act; or other actions of disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit member performance, shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.

2.8 Progressive Discipline.

A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Oral reprimand, then
4. Written reprimand, then
5. One day suspension without pay, then
6. Three days suspension without pay, then
7. Further suspensions without pay, then
8. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

2.9 Association Representation.

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which 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.

2.10 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.

#### 2.11 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.

#### 2.12 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.

2.13 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.

2.14 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.

2.15 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**

3.0 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.

**ARTICLE 4  
Bargaining Unit Member Representation**

The parties expressly recognize the right of each bargaining unit member to freely join or refrain from joining the Association and no bargaining unit member shall be discriminated against by reason of joining or refusing to join the Association. The Association is required by law to represent all bargaining unit members in the bargaining unit fairly and equally and without regard to a bargaining unit member's Association membership. Therefore, a representation fee to be used for the purposes and on the conditions herein set forth shall be

deducted from the pay of each bargaining unit member without any separate bargaining unit member authorization.

4.1 Representation Fee Selection.

Each bargaining unit member shall select one of the following representation fee options:

- A. Association membership fee. The fee shall be the dues uniformly required of bargaining unit members of the Association;
- B. Agency service fee. The fee shall be the amount certified by the Association as the proportionate bargaining unit member cost for the negotiation and administration of this Agreement, subject to adjustment as herein provided; or
- C. Community service fee. If the bargaining unit member certifies in writing that he/she has a sincere religious objection to joining or financially supporting a labor organization. The community service fee shall be the same amount as the agency service fee. The fee when finally determined shall be deposited in the Community Service Fee Fund maintained by the Employer and shall be administered by the Employer and the Association for student activities.

If a bargaining unit member fails to make a selection, the bargaining unit member shall be deemed to have selected the payment of the agency service fee. The representation fee selected by a bargaining unit member shall remain in effect until revoked by the bargaining unit member in writing.

4.2 Service Fee Adjustment.

The Association shall certify to the Employer prior to the election of the agency service fee or community service fee the estimated service fee. If the service fee is more than sixty (60%) percent of the regular Association membership dues, the excess shall be held by the Employer in escrow until the end of the contract year. The Association shall then notify each bargaining unit member paying a service fee of the service fee for the year as finally determined and attach costs included in the calculation of the service fee. If a bargaining unit member shall notify the Association within twenty (20) days from receipt of the Association notice that he/she objects to any portion of the escrowed portion of the service fee, the part of the service fee to which a specific objection has been filed shall continue to be held in escrow pending a determination under the Contract Enforcement Procedure in an action between the Association and the Bargaining unit member or bargaining unit members with any costs to be paid by the Association, unless the Hearing Officer shall otherwise determine. In no event shall the service fee be equal to or more than the regular Association dues.

4.3 Prohibited Fees.

A representation fee shall not include any amount which is intended, or is used directly or indirectly for political activities, or for engaging in or supporting a "strike" as defined by this Agreement or by law, or for any illegal activity. If the Association shall materially violate this provision, the Employer shall have the right, on thirty (30) days written notice to the Association, to terminate any further deductions.

4.4 Service Fee Employees.

Each bargaining unit member who has paid an agency or a community service fee shall be entitled to participate without discrimination in all of the activities of the bargaining unit relating to the negotiation and administration of the grievance procedure, the receipt of all communications received by Association bargaining unit members concerning the administration or negotiation of the collective bargaining agreement, and the right to participate in all decisions relating thereto. A bargaining unit member paying only a service fee shall not be eligible to receive general Association publications, fringe benefits paid by the Association not made pursuant to the terms of this Agreement nor to hold any Association position or office not directly related to the administration or negotiation of the collective bargaining agreement.

4.5 Payroll Deductions.

The amount of each payroll deduction shall be uniform in amount for all bargaining unit members making such election and a service fee installment shall not be proportionately greater than an Association membership fee installment. The Association shall certify in writing to the Employer the amount of each installment to be deducted. The Employer shall transmit within twenty (20) days the total deductions made to such person as shall be designated by the Association in writing, subject to any escrow retention by the Employer. The Employer assumes no responsibility for any error in making any deductions other than to correct such errors in any subsequent deductions. In the event of overpayment, the Association agrees to refund any such overpayment within twenty (20) days.

4.6 Indemnification.

The Association agrees to indemnify the Employer for all costs incurred by the Employer as a consequence of the application of this provision, expressly excluding normal payroll deduction costs.

4.7 Direct Deposit.

All employees hired after July 1<sup>st</sup>, 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, a calendar for the 2010-2011, 2011-2012 and 2012-2013 school years. Discussions regarding the calendar portion of the contract shall be completed by January 31, 2010.

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. The work year for presently employed bargaining unit members shall begin the week prior to Labor Day.
- C. At least three (3) orientation/ professional developments may be scheduled by the District within the period of Monday through Thursday of the week preceding Labor Day.
- D. There may be up to four (4) days of orientation for new bargaining unit members before the beginning of the work year for presently employed bargaining unit members.
- E. Student days will begin on the Tuesday following Labor Day.
- F. A two-week winter break will occur as follows:
  - 1. If Christmas and New Year's Day fall on a Friday, Saturday or Sunday, winter recess will begin the Monday preceding Christmas.
  - 2. If Christmas and New Year's Day fall on a Monday through Thursday, winter recess will begin at the end of the school day on the Friday preceding Christmas.
- G. Spring recess will be scheduled based upon the following formula:
  - 1. Spring recess shall occur during the first full week of April that includes the first Sunday.
  - 2. The Friday preceding the first full week of April shall be an additional day of spring recess.
- H. The school calendar shall, at a minimum, and subject to the provisions of 5.1A through 5.1G above, be developed to meet the necessary requirements assuring that the District qualifies for all possible financial aid from the Michigan Department of Education.
- I. The calculation of days and half-days shall be based on requirements set forth by federal and state laws.
- J. There shall be a minimum of five (5) half days for records.
- K. 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.
- 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 when the bargaining unit member has accumulated 205 minutes, which equals  $\frac{1}{2}$  of a work day.

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.

5.11 Student Teachers.

Supervision by a bargaining unit member of a student teacher shall be voluntary. Student teachers shall not be removed from an assigned classroom without the prior written consent of the supervising bargaining unit member.

**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.

6.3 School Improvement Plan (SIP)

The Employer and the Association recognized the requirements of Public Act 197 or 1989. In no event shall a SIP be developed that modifies the terms and provisions of this Agreement without the prior written consent of the Association. Any participation by a bargaining unit member shall be voluntary.

6.4 Site Based Decision Making.

Site Based Decision Making (SBDM), in conjunction with School Improvement Plan (SIP), shall not alter or supersede any provisions, condition, or practiced established between the parties or provisions established by this Agreement. No waiver to the Master Agreement shall be arranged through SBDM/SIP.

A. Participation shall be voluntary.

B. Participation or non-participation shall not serve as a factor in assignment, promotion, discipline, or discharge.

## **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 members' 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.

## **ARTICLE 8 Teaching Assignments**

8.1 Professional Assignments.

Both parties recognize the desirability of placing each bargaining unit member in a position that effectively uses the bargaining unit member's skills and experience while providing for the optimum learning opportunities of students. The parties further recognize the desirability of promoting the career opportunities of professional staff by offering present staff bargaining unit members the first opportunity to interview for posted positions prior to other candidates to the extent practicable.

8.2 Assignment Criteria.

Subject to the provisions hereinafter set forth and the provisions in Article 3, the professional assignment of a bargaining unit member shall be made by the Employer on the basis of the following criteria, namely:

- A. The contribution which the bargaining unit member could make towards the achievement of school improvement goals.
- B. The preference of the bargaining unit member for the assignment.
- C. The certification and/or qualification of the bargaining unit member, including the bargaining unit member's experience and ability to relate to the particular age level and subject matter.
- D. The opportunity for the professional growth of the bargaining unit member.
- E. The qualification of the bargaining unit member compared to the qualifications of other candidates, both for the position to be vacated and the position to be filled.
- F. The length of service of the bargaining unit member in the District.

### 8.3 Transfers.

#### A. Definition of "Transfer".

A "transfer" shall be defined as either a voluntary or involuntary change in:

1. A bargaining unit member's position or assignment to another position or assignment within the bargaining unit,
2. Building assignment,
3. Grade level(s) included in an assignment in K-6,
4. Subject area(s) included in an assignment,
5. A non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.,
6. Special Education assignment such as learning disability, emotionally impaired, etc.

Transfers to vacancies shall be governed by the language pertaining to vacancies.

#### B. Voluntary Transfers

A request for a transfer may be made at any time in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, subject/position sought. Requests for a transfer by bargaining unit members wishing to switch positions shall be subject to acceptance of the appropriate building administrator(s), and in accordance with appropriate certification, and highly qualified status of the bargaining unit member. Receipt of the request for transfer shall be acknowledged by the Employer within five (5) working days. No bargaining unit member shall be discriminated against because of a request to transfer.

#### C. Involuntary Transfers

Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) calendar days notice of the intention to transfer specifying the reasons for same and the specific position to be transferred to shall be provided to the affected bargaining unit member and the Association. Cause for involuntary transfer may include: individual's performance, necessary reduction of force, to maintain the most senior staff possible District wide consistent with the requirements of this agreement,

and/or in an effort to create the best learning environment. The specifics of the use of involuntary transfers as part of staff reduction shall be set forth in the Layoff & Recall Article of this Agreement.

D. Interviews.

Interviews and other contacts during the hiring/placement process are general in nature covering all teaching positions that may be or become available in a building. Candidates for an assignment must be "highly qualified" under No Child Left Behind (NCLB) requirements as outlined by the Michigan Department of Education where applicable, hold proper State certification, and/or meet other factors that may be established by school leadership and posted once the principal determines potential staff movement of existing teaching staff members within a building. Principals are responsible for recommending a candidate to the Superintendent.

8.4 Vacancies

A. Definition of "Vacancy".

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more calendar days.

B. Notification of Vacancy.

It is the objective of the parties to provide a procedure for the notification of bargaining unit members of the existence of present and future vacancies in the bargaining unit. The following guidelines shall be observed, namely;

1. If a vacancy occurs during a semester, the Employer may temporarily fill the position for the remainder of the semester in order to minimize any disruption in the educational program.
2. If the vacancy is for a position which was temporarily filled during a semester or which will occur at the beginning of the Spring semester, the vacancy shall be posted for ten (10) work days in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association President(s).
3. If the vacancy is for a position to be filled during the next school year and the existence of the vacancy is known at least thirty (30) calendar days prior to the end of the school year, notice of the vacancy shall be posted for ten (10) days in each school building in which there are bargaining unit members regularly assigned. A copy of such notice shall be sent to the local Association President(s).
4. In the case of all other vacancies, the Employer shall notify each bargaining unit member who has on file an assignment request for such vacancy.

C. Posting and Filing Vacancies.

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. Positions as above described shall be

posted at least ten (10) work days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office.

D. Summer months.

During the summer months when regular school is not in session, the Employer will notify all professional staff via email and will post the opening(s) on the school website. Such positions shall remain open at least fifteen (15) work days, but no later than 1 week prior to the first bargaining unit member reporting day for that school year. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis.

8.5 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 members affected shall be notified promptly and consulted.

8.6 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.

8.7 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.

8.8 Assignment Disputes.

If the Association shall claim that an assignment has been made contrary to the provisions herein set forth, the Association within five (5) work days from receipt of notice of the disputed assignment shall in writing:

A. Notify the Employer of the name of the bargaining unit member the Association claims should have been assigned, and

B. The specific reasons for such claim.

If the Employer accepts the Association's claim, the correction shall be made within five (5) work days. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a determination under the Contract Enforcement Procedures starting with the Formal Conference Step. The remedy shall be limited to implementing the proper assignment unless the arbitrator shall determine that the Employer acted in bad faith.

8.9 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 31<sup>st</sup> 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 5<sup>th</sup>. 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 which 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 professional duties and responsibilities. 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 student(s) 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.

- B. Sick leave may accumulate up to one hundred twenty-seven (127) days. 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.

#### 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 (100) (total able to accumulate will remain one hundred and twenty-seven (127), only one hundred (100) 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. 200 bargaining unit members donate 2 days each =  $400 \text{ days} / 2 = 200 \text{ days}$  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 member(s) 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 year's 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 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 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 (EE, LE, 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 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 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 1 day less than 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 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 one day to more than four (4) bargaining unit members from any one building.
- 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.

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**  
**Bargaining Unit Member Evaluation**

10.1 Purpose.

The primary purpose of the evaluation process of the Mattawan Consolidated School is for the improvement of instruction. This process affords the bargaining unit member and the principal the opportunity to emphasize, review and clarify responsibilities and expectations. It provides direction to encourage positive growth of the professional educator, and it attempts to improve instruction through the exchange of ideas. This bargaining unit member evaluation process, in pursuit of excellence, will empower and equip all qualified and certified professional bargaining unit members to offer the students of this district the highest quality system for learning. Details of the evaluation form(s), evaluation system, and the bargaining unit member's general responsibilities shall be shared in writing with bargaining unit members at the beginning of the school year by the principal.

There will be two types of evaluations. A Probationary Evaluation and a Tenure Evaluation.

Definitions:

1. Individual Development Plan (IDP): is a fluid document that is unique to each individual teacher and analyzes and summarizes the deficiencies, sets goals to improve and specifies a completion date. Each IDP must also contain ways in which the Administrator will assist the teacher in completion of those goals.
2. Plan of Assistance:  
The Plan of Assistance is a fluid document that is unique to each individual bargaining unit member and analyzes and summarizes the deficiencies, sets goals to improve, and specifies a completion date.

10.2 Pre-Observation meeting.

The bargaining unit member and the principal will meet to jointly develop criteria to use in analyzing the observation. This meeting will be set up and initiated by the principal. Mentor bargaining unit member will be allowed in this meeting if desired by the mentee.

10.3 Responsibility/ Observation.

It shall be the Principal's responsibility to conduct direct observations of the bargaining unit member's work, and to provide and initiate verbal and/or written feedback of these observations within ten (10) work days of the observation.

10.4 Observation Guidelines.

All monitoring or observation of the work of the bargaining unit member shall be conducted openly and with the knowledge of the bargaining unit member by the

principal. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. The observation shall be reasonable in length. No bargaining unit member will be observed for formal evaluation during the first two weeks of the school year, on the day before a school holiday, or on days where special school events and/or holiday activities are scheduled without the written consent of the bargaining unit member.

#### 10.5 Storage of Evaluations

All evaluation records which are a result of a bargaining unit member's performance while teaching in the Mattawan Consolidated School District will be placed in the bargaining unit member's personnel file in the Central Office. A bargaining unit member shall be notified and given a copy of the evaluation prior to the insertion in the bargaining unit member's personnel file of any material which adversely reflects on the character of the bargaining unit member's professional performance. A meeting between the bargaining unit member and the administrator shall be conducted prior to the submission of a written evaluation to the employee's file.

#### 10.6 Bargaining unit member Response

A bargaining unit member who disagrees with an observation or evaluation shall have the right to file within thirty (30) calendar days from notification a written statement, or other relevant material, concerning the material to which an objection has been made. The material to which an objection has been made shall be appropriately marked to show the existence of the bargaining unit member's filing and shall not be released without the material filed by the bargaining unit member. Each bargaining unit member shall have the right to review the contents of his personnel file and have an Association representative present. Copies of the above-mentioned records may be sent to the Association at the discretion of the bargaining unit member, and it shall be the bargaining unit member's responsibility to send said copies to the Association if he/she chooses to do so.

#### 10.7 Evaluation General Guidelines.

1. Evaluation shall be made in the area of professional certification for which the bargaining unit member is highly qualified and certified.
2. If an administrator believes a bargaining unit member is doing unsatisfactory work, an official Plan of Assistance shall be developed according to the guidelines in Section J.
3. Each bargaining unit member that has been evaluated will receive a written annual end-of-year evaluation no later than April 30<sup>th</sup>. The evaluation will be submitted to the bargaining unit member's file in Central Office no later than June 15<sup>th</sup>.
4. If said evaluation is not totally completed by April 30<sup>th</sup> the entire evaluation and observation documentation will not be used for any purpose.
5. Each bargaining unit member shall have the right to have an Association representative present in the Evaluation meeting.

6. The use of Closed Circuit Television, Public Address (PA) video or audio systems and similar surveillance devices shall be prohibited for use of classroom evaluation, unless approved by the bargaining unit member. If there is any videotaping or audio recording with the bargaining unit member's permission, such as for self-improvement, the tape shall remain the property of the bargaining unit member.

#### 10.8 Plan of Assistance/ Professional Growth Plan

If a probationary or tenured bargaining unit member has an evaluation which finds performance is not satisfactory, the bargaining unit member must have a Plan of Assistance developed to address his/her deficiencies which offers administrative assistance and indicates a time by which the goals will be met. The Plan is to be developed by the Principal in consultation with the bargaining unit member. Subsequent observations and evaluations must address the bargaining unit member's progress toward the goals of the Plan of Assistance. Each bargaining unit member shall have the right to have an Association representative present in the Evaluation meeting. A Plan of Assistance must be in place no later than the start of the next semester following the initial evaluation identifying the performance issue/s.

#### 10.9 Probationary Bargaining unit members

- A. Probationary bargaining unit members will be observed twice (2) each year with an evaluation at least once (1) per year by the principal. By September 30<sup>th</sup> the principal will have scheduled the 1<sup>st</sup> observation. Each observation will be held at least sixty (60) calendar days apart unless a shorter interval between the two (2) observations is mutually agreed upon between the bargaining unit member and the administration. A third observation will be held, if it is requested by the bargaining unit member. Said observations will form the basis of the annual evaluation.
- B. All probationary bargaining unit members will have an official IDP in place no later than the second semester of the bargaining unit member's employ. Each IDP must also contain ways in which the principal will assist the bargaining unit member in completion of those goals.
- C. If a probationary bargaining unit member is not continued in employment, the Employer will provide the bargaining unit member with a definite written statement of unsatisfactory service, with a statement of the right of appeal to the Tenure commission, and provide for a hearing when requested as defined in the Tenure Act.
- D. A probationary bargaining unit member will be assigned a mentor bargaining unit member, see article 8.9.

#### 10.10 Tenured Bargaining unit members

Tenured bargaining unit members must be evaluated at a minimum once every three (3) years. As outlined in Section G

#### 10.11 Absence of evaluation.

In the event that the appropriate administrator does not complete an evaluation of a bargaining unit member in a school year, the lack or absence of an evaluation will be deemed as confidence in said employee by the administrator. Evaluations are an important tool to legitimize the bargaining unit member's ability in the face of scrutiny,

therefore, Employee and/or Employer may request an evaluation to be performed by a mutually agreed upon Administrator if there is a concern with the person evaluating.

#### 10.12 Termination

Prior to a recommendation being made to the Board that a bargaining unit member's services are terminated for unacceptable teaching performance, the following procedure shall be implemented:

- A. The bargaining unit member's deficiencies shall be accurately diagnosed and fully documented.
- B. The Administration shall provide a plan of assistance which includes the following:
  - 1. Full description of each deficiency;
  - 2. Specific steps for remedying each deficiency;
  - 3. Adequate assistance for achieving improvement;
  - 4. Clear time lines for assistance and improvement;
  - 5. Upon expiration of time lines, an evaluation to determine success of plan of assistance.
- C. If improvements required have been substantially achieved, no further action will be taken.
- D. If improvements have not been substantially achieved, a determination will be made whether or not a second plan of assistance will be implemented.

### **Article 11 Professional Standards and Discipline**

#### 11.1 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.

## 11.2 General Conduct and Discipline.

### 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.

### B. Disciplinary Action.

Any disciplinary action against a bargaining unit member shall be taken in accordance with the following guidelines, namely;

1. The bargaining unit member shall be advised as to the specific violation which is alleged for which disciplinary action is to be taken.

2. The Employer shall affirmatively advise a bargaining unit member that the bargaining unit member has the right to have a representative of the Association present at a formal conference at which the bargaining unit member is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged for the purpose of taking disciplinary action.
3. If the violation concerns the professional competence of the bargaining unit member:
  - a. The bargaining unit member shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard, and
  - b. May be placed on a professional growth program.
4. Discipline shall include, but not be confined to, an oral or written reprimand, the suspension, delay or forfeiture of compensation or benefits, suspension, demotion, or discharge. Except as the seriousness of the offense shall otherwise require, discipline shall be progressively applied.
5. Bargaining unit members shall be treated fairly and equitably. No bargaining unit member shall be disciplined without just and reasonable cause.

### 11.3 Professional Growth Program/ Plan of Assistance.

The parties agree that a positive professional growth program can enhance the performance of the teaching staff and the quality of the educational program. The parties further agree that bargaining unit members can both contribute to and benefit from such a program.

- A. Bargaining unit members may participate in the professional growth program by his/her own initiative, by mutual agreement with the District or by placement by the District.
- B. The Association shall encourage bargaining unit members to participate both as beneficiaries and contributors.
- C. In a program of professional growth tailored to meet the specific needs of a bargaining unit member, the participants in the program, in concert with the District shall:
  1. Identify the areas in which professional growth is desired.
  2. Contain specific suggestions, objectives or guidelines.
  3. Provide for periodic review.

4. Avoid to the extent practicable unusual professional responsibilities or unreasonably difficult teaching assignments such as assignment outside a bargaining unit member's area of preparation, large numbers of students with learning or behavior problems, large classes, or poorly equipped teaching environments.
5. Conclude when the purpose of the program has been met.

A professional growth program shall not exceed twelve (12) months but may be extended by mutual agreement or a new program may be initiated. The right of a bargaining unit member to receive any increase in compensation may be suspended by the Employer until a bargaining unit member has satisfactorily completed the program. The Association agrees to encourage qualified bargaining unit members who could contribute to the success of a professional growth program to provide reasonable assistance.

#### 11.4 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 12 Layoff and Recall**

#### 12.1 Rationale.

It is understood by the parties that reduction in staff may be required in the event of financial emergency, significant reduction in student count or serious reduction in funding. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff are curtailed, the following procedures will be used:

- A. Non-certified then probationary certified bargaining unit members will be laid off first, provided that there are certified and highly qualified bargaining unit members to replace them as allowed by law.
- B. If reduction is still necessary, then tenured bargaining unit members will be laid off in inverse order of seniority (i.e. lowest seniority first) providing that such bargaining unit members who are retained must be certified and highly qualified for the positions that they are to fill. If more senior bargaining unit members with the proper certification/qualifications are not available to staff programs to be continued, less senior bargaining unit members may be retained to fill those positions.
- C. In the event of AYP sanction based reductions, the Association and Administration agree to cooperatively work toward an amicable resolution in accordance with State and Federal law.

#### 12.2 Post-Reduction Process.

After a reduction of bargaining unit members, as outlined above, if there are teaching positions that are created and/or vacant, laid-off bargaining unit members who are certified and qualified will be given the first opportunity to fill such positions. Notification

shall be given to all laid-off bargaining unit members and the vacancy or vacancies shall be filled by the most senior bargaining unit member(s) who possesses the required certifications or qualification(s) (except as required under the tenure act). Bargaining unit members shall be recalled in inverse order of layoff to the first vacancy for which they are certified and qualified, inclusive of appropriate highly qualified status.

- A. The association will be notified of the contemplated reduction at least five (5) work days before layoff notices are distributed to the bargaining unit members. Bargaining unit members being laid off shall receive notice in writing no later than May 31<sup>st</sup> and no less than thirty (30) calendar days prior to layoffs during the school year.
- B. The board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the bargaining unit member, at his/her last known address. It shall be the responsibility of the bargaining unit member to notify the board of any change in address.
- C. No later than thirty (30) calendar days following the ratification of this agreement, and by every September 30<sup>th</sup> thereafter, the employer shall prepare a seniority list.
- D. The seniority list shall be published and mailed or delivered to each bargaining unit member by October 1<sup>st</sup> of each school year. Challenges or revisions to the list must be filed by November 1<sup>st</sup> of that same year; otherwise, the seniority list will be considered final for that school year. The Board shall use the seniority list, including any new hires from the previous school year, to determine any layoffs or recalls prior to October 1<sup>st</sup> of that same year. Should there continue to be disagreement by November 1<sup>st</sup> of the school year, the Board and Association shall submit the issue to expedited arbitration under the rules of the American Arbitration Association and the arbitration clause of this agreement for determination of the final seniority list.
- E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) semester; however, until recall rights expire or are otherwise terminated by the bargaining unit member, seniority is retained (frozen) if severance of employment is due to layoff.

### 12.3 Certification.

The certification and qualifications of a bargaining unit member to be laid off shall be the certification and qualifications on file with the board at the time the notice of layoff is sent. The certification and qualification of a bargaining unit member to be recalled from layoff shall be the certification and qualifications on file with the board at the time the notice of recall from layoff is sent. It is the bargaining unit member's responsibility to notify the Board, in writing, of any inaccuracies in Board records, and/or any changes as they occur.

- A. Certification shall be defined as holding all certificates, endorsements, licenses and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit member's responsibility to file such certificates, endorsements, licenses and/or approvals with the board. The certification status of a bargaining unit member on file with the school district shall be considered conclusive for all purposes under this agreement.

- B. The staff member shall provide written notice to the board and association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. A bargaining unit member shall further notify the Board and the Association, in writing, in the event that he/she petitions the State Board for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate and at the time of filing the petition.

#### 12.4 Seniority.

Seniority for all purposes under this Agreement shall be defined as the length of unbroken service within the bargaining unit since the last date of hire or transfer into the bargaining unit. All bargaining unit seniority is lost when employment is severed by resignation, retirement, or transfer out of the bargaining unit and/or by discharge for cause. Neither layoff nor the taking of a leave as provided under this Agreement shall constitute a break in service and seniority will accumulate during such periods. (For all employees hired before June 30<sup>th</sup>, 2009, the sole seniority tie breaker in the case of two bargaining unit members with the same hire date will be the bargaining unit member with the lowest social security number being granted the most secure (highest) position on the seniority list. Other seniority ties will be settled as determined below.)

##### A. Seniority Ties

In the event more than one individual has the same seniority, the relative ranking of such persons on the seniority list will be determined by:

1. The number of subject areas the person is highly qualified to teach in;
2. The number of days a person was employed as a long term substitute (twenty (20) days or more) bargaining unit member in the District, and
3. Highest number of graduate hours attained by the bargaining unit member in question. Bargaining unit members that are more qualified, have taught more days or have more graduate hours will be placed higher on the seniority list. In cases where all things are equal, a drawing of lots will be participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected bargaining unit members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected to attend. The President(s) of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within forty-eight (48) hours of the drawing. The provisions of Article 12.4 A shall be implemented for all hires after July 1, 2009.

##### B. Seniority List

A seniority list consistent with the Agreement shall be prepared by the Employer within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order of the bargaining unit members' seniority as defined above.

C. Posting/Copies/Revision of Seniority List.

The seniority list shall be published with notation of the certification/approvals of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members' use as well as being placed in the general office of each such building for inspection by September 1<sup>st</sup> of each school year. Updates of the list shall be published and posted as they are made, but no less than once a semester. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Errors, omissions, and/or deletions in/or to the seniority list will be corrected upon discovery.

12.5. Qualification

Bargaining unit members shall be considered qualified for positions for which they possess the appropriate certification, endorsement(s), and/or applicable major or minor and meet the standard for being highly qualified as required by the State of Michigan for the position.

A. A bargaining unit member refusing an offer of recall to a position for which the bargaining unit member is certified and qualified and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of further right of recall. The only exemption from this shall be if the bargaining unit member is under contract to a different Michigan school district at the time of recall. In such case, the bargaining unit member shall have the ability to finish the term of his/her contract before reporting for duty at the district of recall. Should the bargaining unit member refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

B. Bargaining unit members laid off shall have insurance benefits continued and paid by the Board for thirty (30) calendar days after the effective date of layoff, or until they secure new employment, whichever comes first. A laid off employee may continue his/her insurance benefits by paying the normal monthly per subscriber group rate premium to the board, as provided for by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

12.6 Recall Procedure.

Recalls shall be subject to the following conditions:

A. Bargaining unit members shall be recalled in the order of seniority starting with the most senior eligible bargaining unit member on temporary or long term layoffs.

B. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter or telegram to the bargaining unit member at the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Employer of any change in address. If a bargaining unit member fails to report to work at the specified time, which time shall not be less than fifteen (15) days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Employer, the bargaining unit member shall be considered a voluntary quit and shall thereby terminate the bargaining unit member's individual employment contract and any other employment relationship with the Employer. The obligation to rehire a

bargaining unit member shall terminate twenty-four (24) months following such layoff.

12.7 Interpretation.

For the purpose of this article:

- A. An "eligible bargaining unit member" means a bargaining unit member who the Employer has determined is certified and highly-qualified to perform the duties of the position to be filled.
- B. "Service date" is the date when the employee first provided professional services for the Employer since any break in service. Termination of service shall constitute a break in service. An authorized paid sick leave of absence shall not constitute a break in service but if the sick leave extends for more than sixty (60%) percent of the work year, the year shall not be included in the calculation of seniority except as otherwise required by law or by the terms of the leave of absence.
- C. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations including the Bargaining unit member Tenure Act.

12.8 Association Notice.

The Employer shall notify the Association of each layoff and recall. The decision of the Employer shall be binding unless the Association shall object in writing within five (5) work days. The objection shall include the name of the bargaining unit member which the Association claims should have been laid off or recalled and the reasons for such claim. If the Employer accepts the Association's claim, the correction shall be made within five (5) work days. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a decision under the Contract Enforcement Procedure starting with the Formal Conference Step. The remedy shall be limited to implementing the proper layoff or recall unless the Hearing Officer shall determine that the Employer acted in bad faith.

**Article 13**  
**Professional Compensation**

13.1 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.

13.2 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 14**  
**Grievance Procedure and Binding Arbitration**

14.1 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.

14.2 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.

#### 14.3 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.

#### 14.4 Fees of Arbitrator.

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

#### 14.5 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.

14.6 Agreement Expiration

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

14.7 Abandonment of Grievance

A grievance may be withdrawn at any leave 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 15  
Public School Academies**

15.1 Public School Academies.

The Association shall be provided immediate notice of any inquiry or correspondence pertaining to the establishment of a Public School Academy. Applicants shall be fully identified. Bylaws, curricula, staff responsibilities, and admission policies/criteria shall be provided.

A. If the District seeks to establish a public school academy with an ISD, community college, public or private university, no provision of the Master Agreement shall be altered or modified without recourse to collective bargaining. No replacement of District classroom support personnel shall occur.

B. The Public School Academy must comply with the provisions of the School Code.

C. The Academy authorized by the District shall not cause involuntary transfer, or bump of any bargaining unit member.

D. No bargaining unit member shall be required to accept initial or subsequent employment with a Public School Academy.

**Article 16  
Miscellaneous Provisions**

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.7 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.

16.7 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.

16.8 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.

16.9 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 17  
Technology Usage**

17.1 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.

17.2 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.

### 17.3 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.

### 17.4 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.

### 17.5 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.

#### 17.6 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.

#### 17.7 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.

#### 17.8 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 18 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:

18.1 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.

18.2 Transfer, Layoff, and Recall of Personnel

Among the options of last resort, a recommendation of corrective action might involve the “reconstitution” or displacement of the professional staff, including bargaining unit members. Except as noted in Section G below, the transfer of those bargaining unit members affected by such action shall be governed by the language in Article 12 – Layoff and Recall.

18.3 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 19**

### **Medically Related Issues**

#### 19.1 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.

19.2 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.

19.3 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 E) 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 20**  
**Family and Medical Leave Act**

20.1 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 :

- A. The serious health condition of the employee; or
- B. Of the bargaining unit member's spouse, parent, child, grandparent, in-laws or siblings; or
- C. The placement of a child for adoption or foster care; or
- D. 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.

20.2 Military Caregiver Leave

The employer shall grant unpaid leaves of up to twenty-six (26) weeks (inclusive of the twelve (12) weeks granted under "a" above) in a single twelve 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.

- A. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.
- B. "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.

C. "Family member" is defined as the spouse, child, parent, grandparent, siblings, or next of kin (nearest blood relative).

### 20.3 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:

A. Short notice deployment

B. Military events

C. Child-care and school activities

D. Financial and/or legal arrangements

E. Counseling

F. Rest and recuperation

G. Post-deployment activities

H. Additional activities agreed upon as qualifying between the Employer and employee.

### 20.4 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.

### 20.5 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.

### 20.6 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.

20.7 Seniority during Leave.

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

20.8 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.

20.9 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.

20.10 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.

20.11 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 21  
Duration of Agreement**

This Agreement shall be effective as of the date hereof, and shall continue in effect until June 30, 2013.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Ana Kinnison, MEA Uniserv Director 5-A/B Kalamazoo County Education Association Dr. Patrick Bird, Superintendent Mattawan Consolidated School

By: \_\_\_\_\_ By: \_\_\_\_\_  
MaryJo Cobb, Co-President Mattawan Education Association William H. Disch, Director of Finance, Operations, & HR Mattawan Consolidated School

By: \_\_\_\_\_  
Louis Price, Co-President Mattawan Education Association

By: \_\_\_\_\_  
Kirt Brown, Chief Negotiator Mattawan Education Association

## Basic Compensation Schedule A

### MATTAWAN CONSOLIDATED SCHOOL Schedule A Salary Schedule July 1, 2009 - June 30, 2010

<b>BA Base 2008-09</b>	<b>\$34,417</b>
<b>Base Increase - 2009-10</b>	<b>101.00%</b>
<b>BA Base 2009-10</b>	<b>\$34,761</b>

Step	BA	BA+18	MA	MA+15	2nd Masters Doctorate Specialist
<b>0</b>	\$34,761	\$36,499	\$37,542	\$39,629	\$41,713
<b>0.5</b>	\$35,630	\$37,368	\$38,586	\$40,672	\$42,756
<b>1</b>	\$36,499	\$38,237	\$39,629	\$41,713	\$43,799
<b>1 1/2</b>	\$37,368	\$39,106	\$40,672	\$42,756	\$44,842
<b>2</b>	\$38,237	\$39,975	\$41,713	\$43,799	\$45,886
<b>2 1/2</b>	\$39,106	\$40,844	\$42,756	\$44,842	\$46,929
<b>3</b>	\$39,975	\$41,713	\$43,799	\$45,886	\$47,971
<b>3 1/2</b>	\$40,844	\$42,582	\$44,842	\$46,929	\$49,013
<b>4</b>	\$41,713	\$43,451	\$45,886	\$47,971	\$50,056
<b>4 1/2</b>	\$42,582	\$44,321	\$46,929	\$49,013	\$51,099
<b>5</b>	\$43,451	\$45,191	\$47,971	\$50,056	\$52,143
<b>5 1/2</b>	\$44,321	\$46,060	\$49,013	\$51,099	\$53,186
<b>6</b>	\$45,191	\$46,929	\$50,056	\$52,143	\$54,228
<b>6 1/2</b>	\$46,060	\$47,798	\$51,099	\$53,186	\$55,271
<b>7</b>	\$46,929	\$48,667	\$52,143	\$54,228	\$56,313
<b>7 1/2</b>	\$47,798	\$49,536	\$53,186	\$55,271	\$57,356
<b>8</b>	\$48,667	\$50,405	\$54,228	\$56,313	\$58,399
<b>8 1/2</b>	\$49,536	\$51,274	\$55,271	\$57,356	\$59,443
<b>9</b>	\$50,405	\$52,143	\$56,313	\$58,399	\$60,485
<b>9 1/2</b>	\$51,274	\$53,011	\$57,356	\$59,443	\$61,528
<b>10</b>	\$52,143	\$53,880	\$58,399	\$60,485	\$62,571
<b>10 1/2</b>	\$53,011	\$54,749	\$59,443	\$61,528	\$63,613
<b>11</b>	\$53,880	\$55,618	\$60,485	\$62,571	\$64,656
<b>11 1/2</b>	\$54,749	\$56,487	\$61,528	\$63,613	\$65,700
<b>12</b>	\$55,618	\$57,356	\$62,571	\$64,656	\$66,742
<b>12 1/2</b>	\$56,487	\$58,225	\$63,613	\$65,700	\$67,785
<b>13</b>	\$57,356	\$59,094	\$64,656	\$66,742	\$68,828
<b>14-17</b>	\$59,094	\$60,833	\$66,742	\$68,827	\$70,913
<b>18-21</b>	\$60,833	\$62,571	\$68,828	\$70,913	\$72,999
<b>22-25</b>	\$62,571	\$64,309	\$70,913	\$72,999	\$75,085
<b>Over 25</b>	\$64,308	\$66,047	\$72,999	\$75,085	\$77,171



**MATTAWAN CONSOLIDATED SCHOOL**  
**Schedule A Salary Schedule**  
**July 1, 2011 - June 30, 2012**

<b>BA Base 2010-11</b>						<b>\$35,109</b>
<b>Base Increase - 2011-12</b>						<b>101.00%</b>
<b>BA Base 2011-12</b>						<b>\$35,460</b>
						<b>2nd Masters Doctorate Specialist</b>
<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>		
<b>0</b>	\$35,460	\$37,233	\$38,297	\$40,425	\$42,552	
<b>0.5</b>	\$36,346	\$38,119	\$39,361	\$41,489	\$43,616	
<b>1</b>	\$37,233	\$39,006	\$40,425	\$42,552	\$44,679	
<b>1 1/2</b>	\$38,119	\$39,892	\$41,489	\$43,616	\$45,743	
<b>2</b>	\$39,006	\$40,779	\$42,552	\$44,679	\$46,808	
<b>2 1/2</b>	\$39,892	\$41,665	\$43,616	\$45,743	\$47,872	
<b>3</b>	\$40,779	\$42,552	\$44,679	\$46,808	\$48,936	
<b>3 1/2</b>	\$41,665	\$43,438	\$45,743	\$47,872	\$49,998	
<b>4</b>	\$42,552	\$44,325	\$46,808	\$48,936	\$51,062	
<b>4 1/2</b>	\$43,438	\$45,212	\$47,872	\$49,998	\$52,126	
<b>5</b>	\$44,325	\$46,099	\$48,936	\$51,062	\$53,191	
<b>5 1/2</b>	\$45,212	\$46,985	\$49,998	\$52,126	\$54,255	
<b>6</b>	\$46,099	\$47,872	\$51,062	\$53,191	\$55,318	
<b>6 1/2</b>	\$46,985	\$48,758	\$52,126	\$54,255	\$56,382	
<b>7</b>	\$47,872	\$49,645	\$53,191	\$55,318	\$57,445	
<b>7 1/2</b>	\$48,758	\$50,531	\$54,255	\$56,382	\$58,509	
<b>8</b>	\$49,645	\$51,418	\$55,318	\$57,445	\$59,573	
<b>8 1/2</b>	\$50,531	\$52,304	\$56,382	\$58,509	\$60,637	
<b>9</b>	\$51,418	\$53,191	\$57,445	\$59,573	\$61,701	
<b>9 1/2</b>	\$52,304	\$54,076	\$58,509	\$60,637	\$62,765	
<b>10</b>	\$53,191	\$54,963	\$59,573	\$61,701	\$63,829	
<b>10 1/2</b>	\$54,076	\$55,849	\$60,637	\$62,765	\$64,892	
<b>11</b>	\$54,963	\$56,736	\$61,701	\$63,829	\$65,955	
<b>11 1/2</b>	\$55,849	\$57,622	\$62,765	\$64,892	\$67,020	
<b>12</b>	\$56,736	\$58,509	\$63,829	\$65,955	\$68,084	
<b>12 1/2</b>	\$57,622	\$59,395	\$64,892	\$67,020	\$69,148	
<b>13</b>	\$58,509	\$60,282	\$65,955	\$68,084	\$70,212	
<b>14-17</b>	\$60,282	\$62,056	\$68,084	\$70,211	\$72,338	
<b>18-21</b>	\$62,056	\$63,829	\$70,212	\$72,338	\$74,467	
<b>22-25</b>	\$63,829	\$65,602	\$72,338	\$74,467	\$76,594	
<b>Over 25</b>	\$65,601	\$67,375	\$74,467	\$76,594	\$78,722	

**MATTAWAN CONSOLIDATED SCHOOL**  
**Schedule A Salary Schedule**  
**July 1, 2012 - June 30, 2013**

<b>BA Base 2011-12</b>	<b>\$35,460</b>				
<b>Base Increase - 2012-13</b>	<b>101.00%</b>				
<b>BA Base 2012-13</b>	<b>\$35,814</b>				
					<b>2nd Masters Doctorate Specialist</b>
<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	
<b>0</b>	\$35,814	\$37,605	\$38,680	\$40,829	\$42,977
<b>0.5</b>	\$36,710	\$38,501	\$39,755	\$41,904	\$44,052
<b>1</b>	\$37,605	\$39,396	\$40,829	\$42,977	\$45,126
<b>1 1/2</b>	\$38,501	\$40,291	\$41,904	\$44,052	\$46,201
<b>2</b>	\$39,396	\$41,187	\$42,977	\$45,126	\$47,276
<b>2 1/2</b>	\$40,291	\$42,082	\$44,052	\$46,201	\$48,351
<b>3</b>	\$41,187	\$42,977	\$45,126	\$47,276	\$49,425
<b>3 1/2</b>	\$42,082	\$43,873	\$46,201	\$48,351	\$50,498
<b>4</b>	\$42,977	\$44,768	\$47,276	\$49,425	\$51,573
<b>4 1/2</b>	\$43,873	\$45,664	\$48,351	\$50,498	\$52,647
<b>5</b>	\$44,768	\$46,560	\$49,425	\$51,573	\$53,723
<b>5 1/2</b>	\$45,664	\$47,455	\$50,498	\$52,647	\$54,797
<b>6</b>	\$46,560	\$48,351	\$51,573	\$53,723	\$55,872
<b>6 1/2</b>	\$47,455	\$49,246	\$52,647	\$54,797	\$56,946
<b>7</b>	\$48,351	\$50,141	\$53,723	\$55,872	\$58,019
<b>7 1/2</b>	\$49,246	\$51,037	\$54,797	\$56,946	\$59,094
<b>8</b>	\$50,141	\$51,932	\$55,872	\$58,019	\$60,168
<b>8 1/2</b>	\$51,037	\$52,827	\$56,946	\$59,094	\$61,244
<b>9</b>	\$51,932	\$53,723	\$58,019	\$60,168	\$62,318
<b>9 1/2</b>	\$52,827	\$54,617	\$59,094	\$61,244	\$63,393
<b>10</b>	\$53,723	\$55,512	\$60,168	\$62,318	\$64,467
<b>10 1/2</b>	\$54,617	\$56,408	\$61,244	\$63,393	\$65,540
<b>11</b>	\$55,512	\$57,303	\$62,318	\$64,467	\$66,615
<b>11 1/2</b>	\$56,408	\$58,199	\$63,393	\$65,540	\$67,690
<b>12</b>	\$57,303	\$59,094	\$64,467	\$66,615	\$68,765
<b>12 1/2</b>	\$58,199	\$59,989	\$65,540	\$67,690	\$69,839
<b>13</b>	\$59,094	\$60,885	\$66,615	\$68,765	\$70,914
<b>14-17</b>	\$60,885	\$62,676	\$68,765	\$70,913	\$73,062
<b>18-21</b>	\$62,676	\$64,467	\$70,914	\$73,062	\$75,211
<b>22-25</b>	\$64,467	\$66,258	\$73,062	\$75,211	\$77,360
<b>Over 25</b>	\$66,257	\$68,048	\$75,211	\$77,360	\$79,509

A. Anything in the foregoing 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 Director of Finance, Operations and Human Resources for approval prior to the starting of any course work that is to receive credit. Only course work approved by the Director of Finance, Operations and Human Resources 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.

### **Insurance Benefits**

#### Insurance Plans.

- A. Beginning on January 1, 2010, the Employer will provide MESSA Choices II Health Insurance, with a \$10 prescription card co-pay and a \$10 office call co-pay. Beginning on January 1, 2010, the Employer will establish a \$5,000 prescription co-pay fund. Bargaining Unit Members will be eligible to submit up to six (6) prescriptions for reimbursement of \$5 each, for a maximum reimbursement of \$30.
- B. Beginning on October 1, 2010, the Employer will provide MESSA Choices II Health Insurance, with a \$10 prescription card co-pay and a \$20 office call co-pay. There will also be a \$100/\$200 deductible. Beginning on October 1, 2010, the Employer will establish a \$10,000 prescription co-pay fund. Bargaining Unit Members will be eligible to submit up to twelve (12) prescriptions for reimbursement of \$5 each, for a maximum reimbursement of \$60. The prescription co-pay fund will also be in existence under the same terms as mentioned above for the 2011-12 and 2012-2013 school years. The prescription co-pay fund will terminate on June 30, 2013.
- C. For the term of this agreement, bargaining unit members electing Choices II, the cost of MESSA Choices II major medical insurance shall be borne as follows:
  1. Employer pays 95% of premium.
  2. Employee pays 5% of premium
- D. If a bargaining unit member subscribes for more expensive coverage than Choices II, the difference in premium shall be paid by the bargaining unit member.
- E. 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.

- F. The Employer agrees to pay each bargaining unit member not electing Choices II a sum not to exceed 95% of the current single subscriber premium for health insurance under Choices II.
- G. The Employer shall provide, without charge, effective October 1, 2010, \$50,000 of Group Term Life Insurance for all regular full-time bargaining unit members.
- H. Mattawan Consolidated School Self-Insured Dental Program 90%,90%,90%(\$1,500 maximum, \$3,000 orthodontics)
- I. VSP 2 vision insurance or a comparable self-funded vision plan.

#### 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.

##### 2. 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.

##### 3. 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 thirty-six thousand dollars (\$36,000). 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 30<sup>th</sup> and payment will be remitted by August 15<sup>th</sup>. If claims for reimbursement are greater than thirty-six thousand dollars (\$36,000), the claims will be paid on a pro-rata basis.

Continuing Education Credits will be reimbursed under the above terms. Continuing Education Credits must be obtained through an accredited college or university.

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

## 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
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:

	2009-10	2010-11	2011-12	2012-13
Professional Development	19.62	19.82	20.02	20.22
Curriculum Development	19.62	19.82	20.02	20.22
Summer School	21.28	21.49	21.71	21.92

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

- 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 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, Model UN, 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
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
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

<b>POSITION</b>	<b>INDEX</b>
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 7<sup>th</sup> and 8<sup>th</sup> 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 (½) 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.

# APPENDIX A Time Tracking Sheet for Outside Regularly 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 15 minutes of meeting). When a half day (3 1/2 hours) is accumulated that time may be submitted to the Administration for sick time or personal business time at the choice of the bargaining unit member.

Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	
Meeting Date/ Description:		Accumulated Time : (1/4, 1/2, 3/4, hour)		Time of Day (7 AM, 5 PM)		Building Supervisor Signature	

Signed \_\_\_\_\_ Date \_\_\_\_\_

Type of Time Requested  
(Sick Time/ Personal Business) \_\_\_\_\_

Print Form

**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:

**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 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		Date of Birth:	
Address			
Parent/ Guardian Name:		Phone:	
Physician's Name		Phone:	

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:	
B. Identify any medical conditions not addressed in A above:	
C. Identify any health concerns not addressed in A above:	
D. Identify any behavioral concerns not addressed in A above:	
E. Identify any communicable disease that student has or is identified as a carrier:	

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

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:

\_\_\_\_\_  
Physican'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 retrain 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.

**APPENDIX G**  
**School Calendar**



