



EMPOWERING THE FUTURE – with Mattawan Pride

MASTER AGREEMENT
between the
MATTAWAN EDUCATION ASSOCIATION
and the
MATTAWAN CONSOLIDATED SCHOOL
BOARD OF EDUCATION

2023-2025



Table of Contents

AGREEMENT	5
Article 1 RECOGNITION AND SEPARABILITY	5
1.1 RECOGNITION.	5
1.2 TERMS.	5
1.3 PROVISIONS.	6
Article 2 BARGAINING UNIT MEMBER RIGHTS AND PROTECTION	7
2.1 CONCERTED ACTIVITY.	7
2.2 RIGHTS.	7
2.3 REASONABLE ACCOMMODATION.....	8
2.4 ASSOCIATION REPRESENTATION.	8
2.5 PERSONNEL FILE.....	8
2.6 COMPLAINTS.	9
2.7 ASSAULTS AND PROPERTY LOSS/DAMAGE.....	9
2.8 COMMITTEE MEMBERSHIP.	9
2.9 BARGAINING UNIT MEMBER DESK AND FILES.	9
2.10 FREEDOM OF INFORMATION ACT (FOIA).	9
2.11 Liability Coverage	10
2.12 Provision of Medical and Medically Related Services.....	10
Article 3 MANAGEMENT RIGHTS.....	12
3.1 Management Rights.....	12
3.2 Emergency Manager.....	13
Article 4 BARGAINING UNIT MEMBER REPRESENTATION.....	14
Article 5 PROFESSIONAL SERVICES.....	14
5.1 School Calendar.....	14
5.2 School Day.....	15
5.3 Y5-8 Classroom Bargaining Unit Members.....	15
5.4 9-12 Classroom Bargaining Unit Members.....	16
5.5 Other Bargaining Unit Members.....	16
5.6 Part-Time Classroom Bargaining Unit Members.....	17
5.7 Compensation Outside the Work Day.....	17
5.8 Application.....	18
5.9 Guest Teachers.....	19
5.10 Employer Provided Member Information.....	19
Article 6 SPECIAL EMPLOYER SUPPORT.....	20
6.1 Special Student Programs.....	20
6.2 Professional Development.....	20

Article 7	TEACHING CONDITIONS.....	21
7.1	Class Size.....	21
7.2	Academic Freedom.....	22
7.3	Classroom Materials.	23
7.4	Bargaining Unit Member’s Lounge.....	23
7.5	Use of Telephones.....	23
7.6	Staff Vending Machines.....	23
7.7	Bargaining Unit Member Parking.....	23
7.8	Parent-Teacher Communication.....	24
7.9	Intellectual Property Covered by the Agreement.....	24
7.10	Ownership Rights.....	24
Article 8	ASSIGNMENTS.....	25
8.1	Interns.....	25
8.2	Notice.....	25
8.3	Association Cooperation.....	25
8.4	Student Activity Assignments.....	26
8.5	Mentor Bargaining Unit Member.....	26
Article 9	LEAVES OF ABSENCE.....	29
9.1	Purposes.....	29
9.2	Sick Leave.....	29
9.3	Funeral Leave.....	32
9.4	Business Leave.....	33
9.5	Court Duty Leave.....	34
9.6	Special Leave.....	34
9.7	Association Leave.....	34
9.8	Maternity/Paternity/Adoption Leave.....	35
9.9	Active Military Duty.....	35
Article 10	PROFESSIONAL STANDARDS.....	37
10.1	Professional Standards.....	37
10.2	General Conduct.	38
10.3	Grade Changes.....	38
Article 11	GRIEVANCE PROCEDURE AND BINDING ARBITRATION.....	39
11.1	Mutual Responsibility.....	39
11.2	Grievance Procedure.....	39
11.3	Powers of the Arbitrator.....	41
11.4	Fees of Arbitrator.....	42
11.5	Time Limits.....	42
11.6	Agreement Expiration.....	42

11.7 Abandonment of Grievance.....	42
Article 12 MISCELLANEOUS PROVISIONS.....	43
12.1 Complete Agreement.....	43
12.2 Individual Contracts.	43
12.3 Contract Interpretation.	43
12.4 Availability of Agreement.	43
12.5 Reporting of Bargaining Unit Members.	43
12.6 Association Representatives.....	43
12.7 Concerted Activities.....	44
12.8 Association Activities.....	44
12.9 Successor Agreement.	44
Article 13 TECHNOLOGY USAGE.....	45
13.1 Computer/Computer Software Usage Protections.....	45
13.2 Acceptable Use of Internet/Intranet.....	45
13.3 Virus Detection and Damage to Network.....	46
13.4 Privacy Issues.....	47
13.5 Objectionable Materials and Harassment.....	47
13.6 Violation of Intellectual Property Laws.....	47
13.7 Training.....	47
Article 14 ELEMENTARY AND SECONDARY EDUCATION ACT/STATE LAW.....	49
14.1 Introduction.....	49
14.2 Notification.....	49
14.3 Emergency Manager.....	49
Article 15 FAMILY AND MEDICAL LEAVE ACT.....	50
15.1 FMLA.....	50
Article 16 PROFESSIONAL COMPENSATION.....	51
16.1 Basic Compensation.....	51
16.2 Additional Compensation.....	51
16.3 Direct Deposit.....	51
16.4 Payroll Schedule.....	51
16.5 Additional Compensation.....	51
16.6 Insurance Benefits.....	52
16.7 Tuition Reimbursement Program.....	54
16.8 Salary Schedule A.....	54
16.9 Merit Pay.....	57
16.10 Student Activities Schedule B.....	58
B1 Fine Arts Class Related Assignments.....	58
B2 Other Fine Arts:.....	58

B3 Yearbook:.....	59
B4 Class Sponsors/Organizations.....	59
B5 Professional Activities:.....	60
B6 Hourly Compensation:.....	60
B7 Formation of clubs and organizations.....	60
B8 Mentor Bargaining Unit Member.....	62
16.11 Athletic Coaches Schedule C.....	62
16.12 Other Conditions for Schedule B and Schedule C.....	70
16.13 Other Conditions Schedule C Only.....	71
DURATION OF AGREEMENT	74
APPENDIX A	75
TIME TRACKING SHEET OUTSIDE REGULAR SCHEDULED WORKDAY	75
APPENDIX B	76
MEMBER SICK BANK REQUEST FORM	76
APPENDIX C	77
GRIEVANCE FORM	77-78
APPENDIX D	79
MEDICAL PROCEDURE AUTHORIZATION FORM.....	79
APPENDIX E	80
REQUEST FOR MEDICAL VERIFICATION OF HEALTH STATUS AND NEEDS FORM	80-81
APPENDIX F	82
FAMILY AND MEDICAL LEAVE ACT (FMLA) REQUEST FORM	82

AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between MATTAWAN CONSOLIDATED SCHOOL, VAN BUREN, AND KALAMAZOO COUNTIES, acting and through its Board of Education ("Employer" or "District") and the MATTAWAN EDUCATION ASSOCIATION ("Association") and the KALAMAZOO COUNTY EDUCATION ASSOCIATION ("KCEA") and the MICHIGAN EDUCATION ASSOCIATION ("MEA") and the NATIONAL EDUCATION ASSOCIATION ("NEA").

ARTICLE I RECOGNITION AND SEPARABILITY

1.1 Recognition.

Employer hereby recognizes 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 Position requirement 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 Y5-12, special education, continuing, probationary), counselors, librarians, media specialists, and school social workers. Newly created positions similar to those above shall be included in the bargaining unit. Non-MEA shared time teachers in non-public settings shall be excluded from the agreement. The Association recognizes the Superintendent, Assistant/Associate Superintendent, and other Administrative personnel as defined by the 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. Guest teachers are excluded from the bargaining unit.

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. "Teaching Certificate" shall include a provisional, permanent, life, continuing, professional, standard, advanced professional, 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 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 only 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) workdays, the matter may be referred to binding interest arbitration by either party. The rules of the appointment and procedure of the American Arbitration Association will be followed in such arbitration. Both parties shall share the fees and expenses of the arbitrator equally.

ARTICLE 2
BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

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 or 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 or non-membership in the Association; his/her participation—or non-participation in any activities of the Association or collective negotiations with the Employer, his/her institution or refuse to support of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. The Employer shall not prevent any Bargaining Unit Member from wearing insignia, pins, or other identification reflecting membership in the Association at any time.

- A. The Association shall have the right to use school building for local union business as specified in the School Board Policy 7510.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, before or after school hours, providing that this shall not interfere with or interrupt normal school operation.
- C. One bulletin board will be permitted in each Bargaining Unit Member's lounge, to avoid student involvement, for the purpose of posting matters of Association concern as long as such use does not violate PERA or the Campaign Finance Act. The Association may use Bargaining Unit Member mailboxes and/or school email for lawful communication to Bargaining Unit Members, though there is no expectation of privacy.
- D. The Employer, through the Superintendent or Superintendent's designee, will keep the Association informed on any new or modified education program and reasonably 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 any Bargaining Unit Member rights he/she may have under the Michigan Revised School Code, PERA, the State Aid Act or other applicable State or Federal Laws or regulations.

2.3 Reasonable Accommodations.

- A. The Employer shall make reasonable accommodation as required by law.
- B. An accommodation will not violate any of the provisions of this Agreement unless required by law.
- C. 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 Section 504 of the Rehabilitation Act of 1973.

2.4 Association Representation.

Under Weingarten Rights, a Bargaining Unit Member shall be entitled to have a representative of the Association present, during any meeting that will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the Bargaining Unit Member until such representative of the Association is present. If a Bargaining Unit Member chooses not to have representation, said member must sign a document waiving their Weingarten Rights.

2.5 Personnel File.

A. Given advance notice of three business days, a Bargaining Unit Member will have the right to review the contents of all personnel records of the Employer pertaining to said Bargaining Unit Member originating after initial employment, to the extent allowable by law, 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 authorized Central Office personnel or legal counsel, 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 personnel file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Personnel files are not to be removed from the office in which they are located unless the employee requests a copy. Bargaining Unit Members may review the contents of his/her own personnel file upon request, with or without Association representation. The Bargaining Unit Member may submit a written response to any material placed in his/her personnel file, which will be retained in the file and disclosed as permitted under Michigan law.

2.6 Complaints.

Any complaint or concern directed toward a Bargaining Unit Member that is of such significance that it may be placed in the Bargaining Unit Members' file shall be investigated by an administrator and if so warranted, will be documented and placed in the Bargaining Unit Members' file. The Bargaining Unit Member will be notified within (5) five business days and shall have the right to place a letter of rebuttal in his/her permanent record.

2.7 Assaults and Property Loss/Damage.

Any case of assault upon a Bargaining Unit Member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the Bargaining Unit Member when possible to prevent injury. The Employer will reimburse the Bargaining Unit Member for the cost of legal counsel to advise the Bargaining Unit Member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

The Employer shall reimburse any Bargaining Unit Member the costs (including replacement, and/or deductible, and additional premium) for damages to or destruction or loss of the Bargaining Unit Member's vehicle, clothing and/or watches and/or jewelry, and/or personal property, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not occasioned by the negligence of the Bargaining Unit Member.

2.8 Committee Membership.

Where permitted by law, the District shall indemnify and otherwise hold harmless any Bargaining Unit Member serving as a participant on District, state or federally mandated committees.

2.9 Bargaining Unit Member Desk and Files.

Bargaining Unit Members' desks and files shall not be opened or inspected without reasonable suspicion and must have a building representative of the Association present. However, it is recognized by the Association that, in emergencies, the desk and files of Bargaining Unit Members may be opened and materials necessary for the operation of the School be taken from them and used.

2.10 Freedom of Information Act (FOIA).

When a FOIA request has been made by a citizen/organization for a Bargaining Unit Member's files the Human Resources Department will require that the proper paperwork under FOIA law be filed by the citizen/organization before responding to the request. Upon the FOIA request the Human Resources Department will notify the

employee within three business days 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.

2.11 Liability Coverage.

If a Bargaining Unit Member, while acting consistent with Board policies and the law (as reasonably determined by the Board) in the scope of their duties, is accused of assault and/or battery, or sued, the District shall provide legal assistance (or legal counsel if necessary) to the unit member in his/her defense.

2.12 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/personal assistant or contracted school nurse shall be available at all times to provide such services as needed by a student with specialized medical needs, 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.

Training.

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

Bargaining Unit Members may be invited to participate in Health Care Planning meetings, as necessary, to provide medical/personal care to students. A Bargaining Unit Member may choose not to attend the meeting.

Liability.

The Employer shall provide and maintain liability insurance on behalf of each Bargaining Unit Member who is providing 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, as requested.

Indemnification.

To the extent any Bargaining Unit Member is providing 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.

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 refusing to provide medical/personal care services to students.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.1 Management Rights.

The Employer, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal Laws as well as the terms and conditions of the Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operations and to direct the working force and affairs to the entire school system within the boundaries of the District.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- C. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
- E. The Employer shall continue to have the exclusive right to establish, modify, or change any condition except those covered by the provisions of this Agreement.

In meeting such responsibilities, the Employer acts through its administrative staff. Such responsibilities include, without being limited to but following State and Federal Law, the establishment of education policies: the construction, acquisition and maintenance of school building and equipment; the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Employer and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein.

3.2 Emergency Manager.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531 may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531.

ARTICLE 4
BARGAINING UNIT MEMBER REPRESENTATION

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. The Employer agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965-, as amended. The Employer further agrees not to negotiate with any teachers' organization other than Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE 5
PROFESSIONAL SERVICES

Although the parties recognize that the professional commitment of a Bargaining Unit Member cannot be precisely measured, it is agreed that:

5.1 School Calendar.

The Employer shall prepare, after negotiation and agreement with the Association, calendars for this Collective Bargaining Agreement, to the extent allowable by law.

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 Collective Bargaining Agreement:

- A. Each year there will be one hundred eighty-three (183) workdays for Bargaining Unit Members unless more is required by law. The 183 workdays are comprised of parent-teacher conferences, professional development, records, and student days.
- B. At least three (3) orientation/professional development days may be scheduled by the District prior to the first student days.
- C. There may be up to 30 hours, over no more than 5 days, of orientation for new Bargaining Unit Members in their first three years in the profession and/or first year in the district before the beginning of the work year to be compensated at the hourly curriculum rate. These days will not be in July.
- D. A two-week winter recess shall follow the Van Buren Intermediate calendar in accordance with Michigan State law.

- E. Spring recess will be scheduled based upon the following formula:
 - 1. Spring recess shall follow the Van Buren Intermediate common calendar in accordance with Michigan State law.
 - 2. The Friday preceding the Monday before Spring Break shall be an additional day of spring recess, to the extent allowable by law.
- F. The school calendar shall, at a minimum, and subject to the provisions of 5.1A through 5.1E above, be developed to meet the necessary requirements assuring that the District qualifies for all possible financial aid from the Michigan Department of Education.
- G. The calculation of days and half-days shall be based on requirements set forth by Federal and State laws.
- H. There shall be a minimum of five (5) half days for records.
- I. There shall be parent/Bargaining Unit Member conferences, provided compensatory time shall be given for time in excess of the normal scheduled professional day.
- J. Attendance at one fall open house/meet-n-greet per year will be required.

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, unless such contact time is not sufficient in meeting State required student hours.

- A. Y5-5 classroom Bargaining Unit Members shall report to work no later than ten (10) minutes before the beginning of 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 Y5-8 Classroom Bargaining Unit Members.

The normal work week for a full-time Bargaining Unit Member regularly assigned as a Y5-8 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 yearly schedule. There will be at least one preparation period per day. In the event that prep time is

less than 300 minutes, it will be made up within two weeks or compensated per the hourly curriculum rate through mutual agreement between the building principal and the Bargaining Unit Member.

- B. A duty free lunch period of thirty (30) minutes each day.
- C. Bargaining Unit Members' duties shall not include responsibility for cafeteria, playground or recess supervision.

5.4 9-12 Classroom Bargaining Unit Members.

A full-time Bargaining Unit Member regularly assigned as a 9-12 classroom Bargaining Unit Member shall include:

- A. A minimum of three hundred (300) minutes per week for preparation. Two hundred and seventy-five (275) minutes are to be divided to allow one (1) fifty-five (55) minute preparation period per day. Bargaining unit members who are assigned a full schedule with seminar will be compensated for the overall loss of planning time by a one-time payment of \$175 in January and a one-time payment of \$175 in June for a total of \$350 per contractual year.
- B. A duty-free lunch period of thirty (30) minutes each day.
- C. Bargaining Unit Members' duties shall not include responsibility for cafeteria, playground, or recess supervision.
- D. Bargaining Unit Members that agree to be a guest teacher, during their plan time will be made up within two weeks or compensated per the hourly curriculum rate through mutual agreement between the building principal and the Bargaining Unit Member.

5.5 Other Bargaining Unit Members.

The normal workweek 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. High School and Middle School Counselors will report to work within a two week period, a maximum of five (5) days before the Bargaining Unit Members report at the beginning of the school year and five (5) days after the last day of work, for Bargaining Unit Members. The days should be agreed upon between the counselors and their building administrators. The pay will be based upon their respective “per diem” rate for hours worked. These days will not occur in the month of July.
2. The additional days will be paid out in two (2) pays per year. The first payment will be made in the last pay in September for the five (5) days worked prior to the start of school. The second payment will be made in the last pay in June for the five (5) days worked after school is done for the year.

5.6 Part-Time Classroom Bargaining Unit Members.

The normal workweek 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.

5.7 Compensation Outside the Work Day.

Special Education: Individualized Education Plan (IEP’s) and Section 504 meetings. Time outside the work day means time at the location of the specified event.

- A. 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 **pay per the hourly curriculum rate**. 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. These meetings may be scheduled during the Bargaining Unit Member's planning period up to 2 planning periods per week. These meetings shall not be longer than 1 hour after the normal workday and 1 hour (For Elementary) /1/2 hour (For Secondary) before the normal workday.
- C. If a Bargaining Unit Member is required to work outside the regular work day for any school-sanctioned activity that teachers are required to attend they will be

compensated in the form of pay per the hourly curriculum rate. Bargaining Unit Members can be required to work up to 3 Events, with a maximum of 3 hours total per contractual calendar school year. The events are to be mutually agreed upon between the building principal and the bargaining unit member (excluding fall open house).

The above-mentioned meetings are over and above the allowable scheduled staff meetings talked about in Section 5.8 of the Master Agreement

5.8 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. Up to 18 staff meetings will be allowed per school year with a minimum of at least 9 teacher collaboration meetings. Staff meetings will be no longer than 1 (one) hour in length. Staff meetings may only occur once per week. No meeting will be scheduled the day before or the day after conferences, holidays or break periods unless it is for Mandated Test Preparation. Meetings may be held either one hour before (Elementary Buildings) / 30 minutes (Secondary Buildings) or one hour 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 may be granted for make-up days on a case by case basis in collaboration with the MEA Presidents and the Superintendent.

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 contractual curriculum 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.

5.9 Guest 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 guest teacher.

5.10 Employer Provided Member Information.

A. An electronic document will be shared with Mattawan Education Association President, Co-President, and Treasurer which will contain a complete listing of bargaining unit staff which includes the following:

1. Last name, first name
2. Start date of employment
3. FTE
4. Step or level or lane (tentative)
5. Annual salary
6. School email address
7. Building assigned

B. The shared electronic document will be updated on a monthly basis and revised at the start of each academic school year.

ARTICLE 6
SPECIAL EMPLOYER SUPPORT

6.1 Special Student Programs.

A. When a CST or IEP meeting is being held to consider the need(s) for student program(s) and/or service(s), all teachers affected will have the option of attending and participating in the CST or the IEP meeting, to the extent of the law. If necessary, the teacher(s) shall be released from classroom duties in order to attend the meeting.

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, Individuals with Disabilities Education Act (IDEA) and Michigan Administrative Rules of Special Education (MARSE), State of Michigan and School Board Policy, which provide specific procedures 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 from the Employer. Any professional development activity that can be cooperatively developed by the teaching staff and administration within reasonable limitations will continue to receive support and approval of the Board of Education.

ARTICLE 7 TEACHING CONDITIONS

The Employer and Association recognize 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 workstations, equipment and facilities. The following criteria shall be considered:

- A. Number of classes being taught by staff members.
- 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.
- H. Administration will make every effort to stay at or under these recommended class size caps:
 - Kindergarten, 26 students;
 - First and Second Grade, 28 students;
 - Third - Fifth Grade, 29 students,
 - Sixth - Eighth Grade, 30 students for academic core;
 - Ninth - Twelfth, 33 students for academic core;

**overages may occur with the mutual agreement between the teacher and administration. Exceptions include: Secondary Band, Choir, and Physical Education.

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 no 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 within 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 constitutionally protected speech.

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. 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 appropriate materials, texts, and equipment are the tools of the teaching profession. The Employer urges the staff from time to time to 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 make available reasonable copying equipment to aid Bargaining Unit Members in the preparation of District/classroom instructional materials at no cost to the Bargaining Unit Member.

The Employer will provide instructional resources, 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.

Each Bargaining Unit Member will be assigned a computer for personal, professional, and instructional use. Personal use is to be consistent with Mattawan Consolidated School technology user agreement and acceptable use policy.

7.4 Bargaining Unit Member's Lounge.

The Employer will make available a Bargaining Unit Members' lounge in each school. Separate restrooms 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.

7.6 Staff Vending Machines.

The Bargaining Unit Members 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 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 made available. Administration or designee will attempt to see that students do not infringe upon these areas.

7.8 Parent-Teacher Communication.

All communication between Mattawan Consolidated School parents and employees should be civil and respectful. Bargaining Unit Members may seek assistance from Building administrator(s) if civil and respectful communication has been compromised. Building administrator or appointed designee will coach the Bargaining Unit Member to nurture the relationship and may serve as a mediator to foster positive communication between parent and teacher in a respectful manner. It is important for all concerned to be mindful of the volume of email that teachers receive on a daily basis. Teachers will respond to written/ electronic and phone communication requests within a reasonable time frame not to exceed two (2) school days considering the following criteria: teacher attendance, day received, time received and time to acquire adequate information with which to respond effectively. Teachers are not obligated to make these communications outside the normal workday or during an approved leave.

7.9 Intellectual Property Covered by the Agreement.

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

7.10 Ownership Rights.

A. Intellectual property.

Intellectual property developed on the employee's own initiative, outside the contractual school day, and without use of substantial District resources (anything outside the use of your *assigned* technology) is owned by the creator. If the intellectual property bears a reasonable relationship to his/her employment responsibilities or if there is evidence the Bargaining Unit Member did not comply, then it is the employee's obligation to show the intellectual property was developed according to these criteria.

B. Written materials.

Bargaining Unit Members shall have personal ownership of books, journal articles, other written reports of scholarly activity, creative works of fiction, textbooks, tests, course-related materials, slides, transparencies, bibliographies, music and art work and any other material created outside of the contractual school day or without direct District Support.

C. District rights.

The District reserves the right to have shared access to any of these created properties at no cost while the Bargaining Unit Member is employed by the District.

ARTICLE 8 ASSIGNMENTS

8.1 Interns.

A. Acceptance of Interns.

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

B. Assignment.

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

C. Application.

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

D. Information to Intern/Student Teachers.

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

E. Funding Disbursement.

The amount Mattawan Consolidated School receives from outside agencies per intern/student teacher will be deposited in the school's account for the supervising Bargaining Unit Member to purchase items for his/her professional use. The Business Office will notify supervising Bargaining Unit Member when funds have been received and are available to spend.

8.2 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 made, all Bargaining Unit Members affected shall be notified within three business days of the date of decision.

8.3 Association Cooperation.

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

8.4 Student Activity Assignments.

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

8.5 Mentor Bargaining Unit Member.

The building principal shall assign a mentor Bargaining Unit Member, 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. The building principal shall work with the Association Building Representative(s) to assign a mentor Bargaining Unit Member who is tenured with satisfactory teaching experience, based on the ability to provide meaningful and appropriate guidance to a mentee.
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 mentors 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, Association Building Representatives 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 or 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 workday.

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 thousand dollars (\$1,000) 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 ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely;

A. Sick leave may be used for:

1. Any physical or mental condition which disables a Bargaining Unit Member from rendering professional services, excluding any condition compensable by Workers' Compensation.
2. A disability resulting from pregnancy to the extent expressly required by law.
3. Any communicable disease that would be hazardous to the health of students or other employees.
4. 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 may be used for emergency health matters of family members that do not reside in the employee's household. When using sick leave to care for a family member, the Bargaining Unit Member must first notify his/her building principal of the intent to use a sick leave day for such purpose.
5. A Bargaining Unit Member is entitled to Workers' Compensation Benefits for any injury or emotional trauma sustained in the course of performing teaching duties. The District shall make up the difference in wages received under Workers' Compensation and the Bargaining Unit Member's normal per diem. Payments received from Workers' Compensation while the District is

making full payment are to be turned over to the District. FMLA leave shall run concurrently with workers' compensation leave.

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, assaulted, or any physical encounter by a student(s) while performing teaching duties and performing within teaching rights, will be provided personal injury days; not to be charged against any of the bargaining unit members paid leave days. If the employee is not cleared to return to work, the District shall continue to provide wages and benefits until the employee is able to return. Workers' Compensation wages, if applicable, shall be offset (subtracted) from the regular wages to ensure the employee remains whole. 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 forty (140) days. If a Bargaining Unit Member has accumulated more than one hundred forty (140) days of sick time they will be permitted to donate any days over the one hundred forty (140) days to the sick bank. The Employer shall report the amount of unused leave for each Bargaining Unit Member 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. The agreement states that a payout of sixty dollars (\$60) per sick day 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 and filing with the Office of Retirement Services. 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 forty (140, only one hundred (100) for payout). It is the sole responsibility of the Bargaining Unit Member to request sick bank payout by April 1 of their retirement year, or 90 days prior to the date of retirement if not at the end of the school year, and submit an intent of retirement letter with an effective ending date in order to qualify for payment. Payment will be made on the last pay of June with confirmation of retirement from the Office of Retirement Services by June 1. Such sums will be paid as an employer contribution to the employee's 403(b) account through a district-approved vendor, or a one time stipend that would not be reported to MPSERS as income, which the Bargaining Unit Member may choose.

C. Sick Bank

FORMATION AND MAINTENANCE OF THE BANK- Sick days donated by Bargaining Unit Members will be banked in a pool for use by other Bargaining Unit Members. Payment for the Sick Bank will come from the exchange of two (2) days for one (1) bank day from all Bargaining Unit Members. The bank was originally established with a two (2) day donation by every Bargaining Unit Member. All new Bargaining Unit Members will donate 2 days at the beginning of their contract or a prorated amount based on length of contract. Upon resignation or termination at the end of a school calendar year, a bargaining unit member's accrued sick and personal days will be donated to the association's sick bank, for the days that are not being paid out. If the Sick Bank goes lower than twenty-five (25) days, the Union Leadership can ask for donations. If the bank is below twenty-five (25) after donations, an additional day will be taken from each Bargaining Unit Member, but no more than two (2) days per year. Bargaining Unit Members on long term or critical bank leave at the time of replenishing the bank are exempt from donation, Bargaining Unit Members using the loaner bank at the time of donation will donate their day to the bank upon the next 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, and should notify the Administration the type and number of days intending to be used as soon as possible.

SICK BANK COMMITTEE- The Sick Bank Committee will be formed by volunteers appointed by the Association (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 Association and their representatives. The Association and the Employer, along with their representatives are exempt from legal action by a Bargaining Unit Member denied sick bank access. The sick bank is

intended for protection of Association Bargaining Unit Members and extension of benefits. Misuse in the form of liberal granting of days could require future negotiations regarding guidelines for use.

RECONCILIATION OF THE SICK BANK- At the end of the year, the Sick Bank Committee chair and a Central Office staff member will meet to reconcile the sick bank. The Committee will notify Bargaining Unit Members if they have hit the maximum number of days. The Bargaining Unit Member may choose to not donate their excess days to the Sick Bank by notifying the Central Office. Human Resources will report the number of days to the Bargaining Unit Member by April 1. If a Bargaining Unit Member does not want to donate their days they must notify Human Resources by June 1st.

DEFINITION OF SICK BANKS - All Sick Banks are administered by the Association. A Sick Bank request shall be made at the earliest practicable time but no later than seventy-two (72) hours after the event or knowledge of need with written/email notice except in case of emergency. A Sick Bank Request form (Appendix B) must be submitted to the Human Resources Department before sick days will be granted.

1. **Loaner Bank** - Allows a Bargaining Unit Member who has exhausted sick and personal leave days and is faced with a physical, psychological, or emotional inability to meet classroom duties as deemed appropriate by the Sick Bank Committee to borrow five days. The bargaining unit member is required to pay the loaner bank days back with the next year's granting of sick days at the rate of 5 days per year.
2. **Long Term Bank**- Allows a Bargaining Unit Member who has exhausted sick and personal leave days and is faced with a long term, 16 to 35 days, need for a member or immediate family member, to draw from the Sick Bank as deemed appropriate by the Sick Bank Committee.
3. **Critical Needs Bank** - Allows a Bargaining Unit Member with a catastrophic personal health issue as defined by the Sick Bank Committee, to draw from thirty six (36) days up to the end of the current school year, June 30 of the current year of sick time from either donation from other Bargaining Unit Members, the sick bank or a combination.

9.3 Funeral Leave.

A Bargaining Unit Member shall be entitled to receive up to four (4) days leave with pay due to the death of his/her spouse/domestic partner, 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 four (4) 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.

A Bargaining Unit Member may attend a funeral for either a student or the student's parent(s) with prior permission from their building principal. With approval, the absence will be documented as up to one (1) school business day. Guest teachers must be available and present in the classroom prior to Bargaining Unit Members attending the funeral. Bargaining Unit Members must attend the funeral of the deceased to be granted said day.

9.4 Business Leave.

At the beginning of each school year each Bargaining Member shall be credited with four (4) days to be used for the Bargaining Member's personal business. Any unused Personal Leave days at the end of the school year will be credited to accumulated sick leave. A Bargaining Member planning to use a Personal Leave day or days shall notify his/her Principal at least two (2) days in advance except in case of emergency. Personal Leave day(s) are to be used only for purposes which require the Bargaining Member's absence to attend to matters which cannot be conducted except during school hours. Personal Leave days shall not be used on a workday preceding or immediately following a holiday, vacation period, or on the first or last instructional day of the school year without the prior permission of the superintendent.

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.

Personal Leave Incentive Policy

If a Bargaining Unit Member has perfect attendance during the school year, they

will be given a two hundred dollar (\$200) stipend. If a Bargaining Unit Member uses only one (1) personal leave day during the school year, they will be given a one hundred-fifty dollar (\$150) stipend. If a Bargaining Unit Member only uses two (2) personal leave days during the school year, they will be given a one hundred dollar (\$100) stipend. Note: "Perfect attendance"

is defined as a Bargaining Unit Member who does not use any paid or unpaid days off in relation to personal leave.

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. 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, requests 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 Employer will pay the full guest teacher costs for up to five (5) total days for Association business. After the use of five (5) total days, the Association shall reimburse the Employer for one-half (½) of a guest teacher costs for any remaining days used up to 28 days granted by the Superintendent.
- F. The Association President(s) may volunteer (unpaid) their plan time to tend to Association business in the District. Bargaining Unit Members may volunteer (unpaid), during their plan time, to cover class(es) for the Association President(s) so they may tend to Association business throughout the District.

9.8 Maternity/Paternity/Adoption Leave.

A Bargaining Unit Member shall be entitled to use and be paid for up to sixty (60) accumulated sick leave days for child labor and delivery or upon arrival of their adopted child. Said sixty (60) days will run concurrently with FMLA, in accordance with State and Federal Law.

9.9 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 cannot reasonably be scheduled outside of the regular work day, the Bargaining Unit Member shall be considered and treated as being on a paid leave of absence. The Bargaining Unit Member shall notify his/her immediate building administrator of these training dates no later than the workday prior to the training date.

F. Additional Rights.

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

ARTICLE 10
PROFESSIONAL STANDARDS

10.1 Professional Standards.

The parties recognize that the certification of a Bargaining Unit Member and his/her contractual agreement constitutes 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 a level of professional competence as may be required to adequately discharge his/her professional responsibilities.

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

B. Commitment Toward the Student.

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

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

applicable laws, regulations, policies and directives which are not contrary to the terms of the working agreement.

7. Shall not knowingly withhold or misrepresent material information concerning his/her professional qualifications, the discharge of his/her professional duties or his/her eligibility to receive any benefits from the Employer and shall promptly notify the Employer of any physical or mental condition which may temporarily or permanently impair his/her ability to effectively discharge his/her professional responsibilities.

10.2 General Conduct.

A. Rules and Regulations.

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

10.3 Grade Changes.

The Employer recognizes that in order to maintain the integrity of the Bargaining Unit Members' grading process and standards, the District should support Bargaining Unit Members' assignment of grades to students. Only the building principal shall make grade changes and will document and comment accordingly why the principal changed the grade. The Bargaining Unit Members' will be notified in writing of any grade changes.

ARTICLE 11
GRIEVANCE PROCEDURE AND BINDING ARBITRATION

11.1 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.

11.2 Grievance Procedure.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties for violations of the express terms of the Agreement. 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 concern by a Bargaining Unit Member or the Association which does not involve a provision of this Agreement may be processed through the building principal and/or superintendent.

A. Informal Level

A Bargaining Unit Member who believes there is a basis for a grievance shall first discuss the matter with their building principal. The Bargaining Unit Member must tell the building principal he/she intends the conversation to act as the informal level of the grievance procedure and the conversation must occur 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 of the informal discussion, 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, within 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 a 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 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 Department of Human Resources.

Within ten (10) workdays of receipt of the grievance, Human Resources shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) workdays following such a meeting, Human Resources 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) workdays 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) workdays 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) workdays 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) workdays 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.

11.3 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). The arbitration shall comply with the Uniform Arbitration Act.

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 earnings or what the Bargaining Unit Member should have earned.

11.4 Fees of Arbitrator.

Both parties shall share the fees and expenses of the arbitrator equally.

11.5 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.

11.6 Agreement Expiration.

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

11.7 Abandonment of Grievance.

A grievance may be withdrawn at any level 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. The District and the Association, in writing; may extend time limits then the new date shall prevail.

Grievance Document Attached, See Appendix C.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 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.

12.2 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.

12.3 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.

12.4 Availability of Agreement.

This Agreement shall be shared by the Employer on the District website for all Bargaining Unit Members now employed, hereafter employed, or considered for employment.

12.5 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.

12.6 Association Representatives.

The Association agrees 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.

12.7 Concerted Activities.

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.

12.8 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 Association activities whatsoever, provided, however, that this provision shall not prevent an authorized representative of 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.

12.9 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 13
TECHNOLOGY USAGE**

13.1 Computer/Computer Software Usage Protections.

A. Academic Freedom

Academic freedom, subject to accepted standards of professional responsibility and approved curriculum, 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 email and Internet usage.

B. Association Rights

The local Association and Bargaining Unit Members shall have the right to use, free of charge, the Internet, internal school E-mail and upon approval, 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 and that use is not for an illegal or improper purpose. It is understood that there is no expectation of privacy for internet and school email usage.

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.

13.2 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 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, and is not illegal or improper according to the Technology Acceptable Use Policy (TAUP).
- 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.
- A. 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, webmaster 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

A. The Employer agrees to provide release time for Bargaining Unit Members to attend such training.

B. 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.

ARTICLE 14
ELEMENTARY AND SECONDARY EDUCATION ACT/STATE LAW

14.1 Introduction.

Any changes to the Agreement related to the implementation and/or legislation of the Elementary and Secondary Education Act, (ESEA) or applicable State law shall be subject to negotiations between the District and the Association. This collective bargaining agreement is subject to section 1280c(8) of the Michigan Revised School Code and section 15(6)(a) of PERA.

14.2 Notification.

When an elementary school or a secondary school has been identified under Section 1280c of The Michigan Revised School Code or comparable State law or for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the District shall notify the Association of said identification. The District will provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the identification is based to the extent allowable by law. If the Association believes that the identification is in error for statistical or other substantive reasons, upon review, the Association may provide supporting evidence to the District, which shall consider that evidence.

14.3 Emergency Manager.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531 may reject, modify or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4 MCL 141.1501 to 141.1531.

ARTICLE 15
FAMILY AND MEDICAL LEAVE ACT

15.1 FMLA.

The parties will follow the requirements of the Family and Medical Leave Act (FMLA), in accordance with procedures adopted by the Board consistent with that Act, which may be reviewed at www.dol.gov/whd/fmla. Any paid or unpaid leave, which qualifies as a FMLA leave, shall be concurrently designated as FMLA leave in accordance with FMLA regulations for qualified Bargaining Unit Members. Any accrued paid leave shall be taken at the beginning of the leave as permitted in the FMLA regulations. Qualified employees may take unpaid leave, with health benefits, in accordance with the Act for birth, adoption or foster care placement, qualifying military exigency, military caregiving or for a serious medical condition affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave granted in the Agreement. Employees who are out sick for three (3) or more consecutive days, or believe they may have need of a FMLA qualifying leave, must notify the district's Human Resources office and may need to begin filling out paperwork for a potential FMLA leave. Leave year is calculated on a rolling backward basis; except military caregiver leave which must be calculated on a rolling forward basis. For additional information, refer to Board policy 3430.01.

ARTICLE 16
PROFESSIONAL COMPENSATION

16.1 Basic Compensation.

The basic compensation shall be as set forth on Schedule "A". 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.

16.2 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 by the Superintendent or designee to work in excess of the contract period herein shall be entitled to additional compensation as determined by the Superintendent or designee.

16.3 Direct Deposit.

All Bargaining Unit Members hired must provide a financial institution for direct deposit. Compensation will be deposited bi-weekly according to the District payroll schedule.

16.4 Payroll Schedule.

Any year in which there are more than two (2) weeks between pay #26 of a school year and pay #1 of the following school year, the payroll schedule will automatically increase to 27 bi-weekly pays. When the twenty-seven (27) pays payroll schedule is anticipated, the District will notify the Association President as soon as possible but no later than June 30th prior to the change.

16.5 Additional Compensation.

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.

16.6 Insurance Benefits.

The insurance plan year runs January through December. Open Enrollment will occur once per year in order for Bargaining Unit Members to make changes to coverages if they wish. Any changes made during the Open Enrollment period are effective January 1st of every new year. No changes can be made to insurance coverages at any other time during the year unless there is a qualifying event as defined by the IRS. Should such changes take place, they are effective on the date of the qualifying event.

A. Health Care Plans

For the term of this contract Bargaining Unit Members may select from the following health plans:

- MESSA Account Based Choices (ABC 1) – H.S.A. Plan
- MESSA ESSENTIALS
- MESSA Choices

Employer pays 80% & Bargaining Unit Member pays 20% of premium and applicable Affordable Healthcare Act taxes.

Single, 2-Person & Full-Family coverage is available.

B. Health Savings Account (HSA)

For the term of the 2023 - 2024 and 2024 - 2025 school year, the Employer shall contribute thirty-five percent (35%) annually of the cost of the MESSA ABC 1 deductible to the Bargaining Unit Member's H.S.A. Health Equity Account for those who choose the MESSA ABC 1 health insurance plan.

Bargaining Unit Members who choose MESSA ESSENTIALS or Choices plan will not qualify for H.S.A. deposits from the school.

The Employer will contribute its portion of the deductible into each Bargaining Unit Member's HSA account in twelve (12) equal monthly payments on the second pay of every month.

For new Bargaining Unit Members, the first contribution will be made on the second pay of their first full month of employment.

C. Self-Insured ADN Dental Plan

Employer pays 80% of premium & Bargaining Unit Member pays 20% of premium, regardless of Single, 2-Person or Full-Family coverage.

Benefits levels are 90%, 90%, 90% (\$1,500 maximum, \$3,000 orthodontics)

D. MESSA VSP 3 Gold Vision Plan

Employer pays 80% of premium & Bargaining Unit Member pays 20% of premium.

Single, 2-Person & Full-Family coverage is available.

All Bargaining Unit Members are required to enroll in, at a minimum, single coverage vision insurance.

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.

F. The Employer agrees to pay each Bargaining Unit Member not electing health insurance a sum of three hundred fifteen (\$315) dollars per month for the duration of the contract. This amount shall be prorated for part-time Bargaining Unit Members.

G. The Employer shall provide, without charge, \$75,000 of Group Term Life Insurance for all regular full-time Bargaining Unit Members. This amount is pro-rated or not available for part-time Bargaining Unit Members.

H. 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.

K. 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.

L. Cooperation.

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

16.7 Tuition Reimbursement Program

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

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

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

16.8 Salary Schedule A

Every Bargaining Unit Member is guaranteed one (1) level increase every year through the length of this contract.

Bonus levels will be awarded over the course of this contract for bargaining unit members that were hired in the year 2013 through June 30 of 2020 and their salary level is below their public school teaching/counselor/social worker experience. For every 3 years that a Bargaining Unit

Member has worked for Mattawan their level increases an extra year, until their level matches their teaching/counselor/social worker experience in a public school as a certified teacher/counselor/social worker. Therefore, if they worked for Mattawan as a teacher/counselor/social worker for 3 to 5 years the Bargaining Unit Members will move up their regular level increase and then an extra level. If they worked for Mattawan as a teacher/counselor/social worker for 6 to 8 years they go up their regular level and then 2 extra levels. If they worked for Mattawan as a teacher/counselor/social worker for 9 to 11 years they go up their regular level and then 3 extra levels. If they worked for Mattawan as a teacher/counselor/social worker for 12 to 14 years they go up their regular level and then 4 extra levels. This provision will continue as long as they work for Mattawan as a teacher/counselor/social worker or until their level reaches their public school teaching/counselor/social worker experience. The bonus level increases will stop at the level that matches their level of public school teaching/counselor/social worker experience. This provision applies to all employees hired before August 2022. Bargaining Unit Members will not move back in levels.

In order to get credit for those years of service the Bargaining Unit Member must provide certified proof that they were employed in a public school as a certified teacher/counselor/social worker in the form of a certified letter, previous contracts, or past pay stubs from their previous employer(s).

Mattawan Employee as a Teacher/Counselor/Social Worker	Guaranteed	Bonus Level(s)
3 to 5 years	1	1
6 to 8 years	1	2
9 to 11 years	1	3
12 to 14 years	1	4

Year 1 (2023 - 2024)

Salary Schedule A

Level	Salary: BA	Salary: MA	Salary: MA +15	EdS/PhD
1-3	\$42,500	\$44,500	\$46,500	\$48,500
4-6	\$46,000	\$48,000	\$50,000	\$52,000
7-9	\$50,000	\$52,000	\$54,000	\$56,000
10-12	\$55,000	\$57,000	\$59,000	\$61,000
13-15	\$59,000	\$61,000	\$63,000	\$65,000
16-18	\$63,000	\$65,000	\$67,000	\$69,000
19-21	\$68,000	\$70,000	\$72,000	\$74,000
22-25	\$72,000	\$74,000	\$76,000	\$78,000
26-29	\$76,000	\$78,000	\$80,000	\$82,000
30-33	\$80,000	\$82,000	\$84,000	\$86,000
34+	\$84,326	\$86,026	\$88,026	\$90,026

To move over into the MA, MA +15, or EdS/PhD Lanes, Bargaining Unit Members must have documentation of completion of Degrees or Hours to Central Office at least two (2) weeks before the first pay of each school year to be eligible to move over Lanes. To move to a Master +15 the member can either obtain those 15 credits pursuing another teachable minor, a second Master degree, or pursuing a Education Specialist or Doctorate degree; therefore their credits must add up to a Master level credit plus 15 more credits.

Year 2 (2024 - 2025)

Salary Schedule A

Level	Salary: BA	Salary: MA	Salary: MA +15	EdS/PhD
1-3	\$44,750	\$46,750	\$48,750	\$50,750
4-6	\$48,250	\$50,250	\$52,250	\$54,250
7-9	\$52,250	\$54,250	\$56,250	\$58,250
10-12	\$57,250	\$59,250	\$61,250	\$63,250
13-15	\$61,250	\$63,250	\$65,250	\$67,250
16-18	\$65,250	\$67,250	\$69,250	\$71,250
19-21	\$70,250	\$72,250	\$74,250	\$76,250
22-25	\$74,250	\$76,250	\$78,250	\$80,250
26-29	\$78,250	\$80,250	\$82,250	\$84,250
30-33	\$82,250	\$84,250	\$86,250	\$88,250
34+	\$86,276	\$88,276	\$90,276	\$92,276

To move over into the MA, MA +15, or EdS/PhD Lanes, Bargaining Unit Members must have documentation of completion of Degrees or Hours to Central Office at least two (2) weeks before the first pay of each school year to be eligible to move over Lanes. To move to a Master +15 the member can either obtain those 15 credits pursuing another teachable minor, a second Master degree, or pursuing a Education Specialist or Doctorate degree; therefore their credits must add up to a Master level credit plus 15 more credit

16.9 Merit Pay

Merit pay shall be based on the following:

The building in which a Bargaining Unit Member is working must receive a rating of Green, Lime, Yellow or Orange on the buildings Accountability Scorecard from the State of Michigan. This rating will be based on current legislative laws if the Accountability Scorecard is no longer used.

The Bargaining Unit Member must achieve a highly effective or effective rating on their evaluation in the current year.

If these two objectives are achieved, the Bargaining Unit Member will receive a five hundred dollar (\$500) payment in their last paycheck in June. Said payment is for the purpose of rewarding achievement of specific evaluated performance objectives. Under Public Act 300 of 1980, MCL 38.1303(a), merit payments are reportable compensation subject to Michigan Public School Employees Retirement System (MPSERS).

Any Bargaining Unit Member who receives a minimally effective or ineffective rating will not receive merit pay.

16.10 Student & Professional Activities Schedule B

This Schedule shall apply to Bargaining Unit Members who 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. For the current contractual base pay 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
MS Musical Producer/Director	.03
District Digital Media Specialist	.07

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)	.03
Senior Class Sponsor (1 person)	.06
Junior Class Co-Sponsor (2 persons)	.03
Junior Class Sponsor (1 person)	.06
Sophomore Class Co-Sponsor (2 persons)	.02
Sophomore Class Sponsor (1 person)	.04
Freshman Class Co-Sponsor (2 persons)	.02
Freshman Class Sponsor (1 person)	.04
National Honor Society	.04
HS Student Council	.09

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

B5 Professional Activities:

Building Improvement Team Member	.03
Building Improvement Team Member and District School Improvement Team	.04
Professional Learning Communities Facilitator	.04
Diversity, Equity, & Inclusion Team Member	.02
Vanguard Member	\$1000

B6 Hourly Compensation:

Professional Development	\$30.00
Curriculum Development	\$30.00
Summer School	\$30.00

One (1) hour on-site preparation is allowed for each three (3 Hours) of classroom teaching summer school.

B7 Formation of clubs and organizations.

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

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

1. High School Science Olympiad/ Model United Nations

a. If there is more than one (1) participating Bargaining Unit Member, a lead Bargaining Unit Member whose responsibility is coordinating the activity shall be appointed and compensated five hundred dollars (\$500).

b. A pool of one thousand five hundred dollars (\$1,500) shall be provided to be shared by participating Bargaining Unit Members as developed by the lead Science Olympiad/ Model UN Bargaining Unit Member.

c. A stipend of two hundred dollars (\$200) per competition for up to four (4) participating Bargaining Unit members per event, with twelve (12) maximum number of pays.

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 five hundred dollars (\$500).

b. A pool of one thousand five hundred dollars (\$1,500) 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 two hundred dollars (\$200) 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 five hundred dollars (\$500).

b. A pool of one thousand five hundred dollars (\$1,500) 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 two hundred dollars (\$200) 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 School Activities:

The following high school activity sponsors shall be compensated at the rate of five hundred dollars (\$500) per school year for each activity;

- a. Spanish Club and Game Club
- b. Funding for established clubs not listed and those established at a future date shall be funded at the discretion of the Superintendent.

B8 Mentor Bargaining Unit Member.

Each mentor Bargaining Unit Member shall receive one thousand dollars (\$1,000) 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.

16.11 Athletic Coaches Schedule C

Schedule C shall apply to athletic coaching. For the current contractual school year, base pay.

C1 Compensation for Head Varsity Coaches.

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

$$\begin{aligned} & \text{Base Pay x Head Varsity Coach Index} \\ & + \text{Experience Factor} + \text{Other Compensation} \\ & = \text{Head Varsity Coach Compensation} \end{aligned}$$

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.

$$\begin{aligned} & \text{Base Pay x Other Than Head Varsity Coach Index} \\ & + \text{Experience Factor} + \text{Other Compensation} \\ & = \text{Other Than Head Varsity Coach Compensation} \end{aligned}$$

Schedule B: FALL**CHEER- SIDELINE**

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.07
Varsity Assistant	1	.05
Junior Varsity Head	1	.04
Middle School Head	1	.04

CROSS COUNTRY

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.08
Varsity Assistant	1	.06
Middle School Head	1	.03
Middle School Assistant	2	.03

FOOTBALL

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.18
Varsity Assistant	4	.09
Junior Varsity Head	1	.09
Junior Varsity Assistant	1	.08
Freshmen Head	1	.09
Freshmen Assistant	1	.07
Middle School Head	1	.04
Middle School Assistant	1	.03

GOLF

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.07
Junior Varsity Head	1	.05

SOCCER

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

SWIM

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.10
Varsity Assistant	1	.08

TENNIS

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.10
Varsity Assistant	1	.06
Junior Varsity Head	1	.05

VOLLEYBALL

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.12
Varsity Assistant	1	.10
Junior Varsity Head	1	.08
Freshmen Head	1	.08
Middle School Head	4	.04

Schedule B: WINTER**BASKETBALL- MENS**

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.18
Varsity Assistant	1	.09
Junior Varsity Head	1	.09
Freshmen Head	1	.09
Middle School Head	4	.04

BASKETBALL- WOMENS

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.18
Varsity Assistant	1	.09
Junior Varsity Head	1	.09
Freshmen Head	1	.09
Middle School Head	4	.04

BOWLING

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.07
Varsity Assistant	1	.05

CHEER-COMPETITIVE

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.10
Varsity Assistant	1	.08
Junior Varsity Head	1	.06

HOCKEY

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.11
Varsity Assistant	1	.07

SKI

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.08
Varsity Assistant	1	.06

SWIM

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.10
Varsity Assistant	1	.08

WRESTLING

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.12
Varsity Assistant	2	.07
Middle School Head	1	.04
Middle School Assistant	1	.03

Schedule B: SPRING**BASEBALL**

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

GOLF

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.07
Junior Varsity Head	1	.05

LACROSSE-MENS

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

LACROSSE-WOMENS

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

SOCCER

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

SOFTBALL

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	1	.07
Junior Varsity Head	1	.07

TENNIS

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.10
Varsity Assistant	1	.06
Junior Varsity Head	1	.05

TRACK

Name of Position	Number of Positions	Rate of Pay
Varsity Head	1	.09
Varsity Assistant	4	.06
Middle School Head	1	.03
Middle School Assistant	2	.02

16.12 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 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.

16.13 Other Conditions Schedule C Only

A. Head Varsity Coach Experience Factor.

Head Varsity Coaches will receive one-half percent (0.5%) increase of the Base Pay 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 Base Pay 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 Base Pay per assignment.

D. 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.

E. "Same sport" shall be defined as the sport specifically listed under Schedule C of this agreement.

F. 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.

G. 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.

H. 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.

I. 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.

J. Coaching compensation for coaches not represented by the bargaining unit shall be at the discretion of administration.

K. All positions under Schedule B and Schedule C are not eligible for tenure.

Duration of Agreement

This Agreement shall be effective as of the date hereof, and shall continue in effect until June 30, 2025.

Signatures

Dated: _____

Dated: _____

By: _____

By: _____

Dated: _____

Dated: _____

By: _____

By: _____

APPENDIX A Sick Bank Request Form

Mattawan Consolidated School
56720 Murray Street, Mattawan, MI 49071
269.668.3361



MATTAWAN EDUCATION ASSOCIATION Member Sick Bank Request Form

_____ Bargaining Unit Member Name

Please check the appropriate bank for which 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
Bargaining Unit Member
rate of up to five (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 B
Grievance Document**

Mattawan Consolidated School
56720 Murray Street, Mattawan, MI 49071
269.668.3361



**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 discussed with Supervisor:

Result of Discussion:

Signature

Date

FORMAL LEVEL II

Date discussed with Supervisor:

Result of Discussion:

Signature

Date

FORMAL LEVEL III

Date discussed with Supervisor:

Result of Discussion:

Signature

Date

APPENDIX C
Medical Procedure Authorization Form

Mattawan Consolidated School
56720 Murray Street, Mattawan, MI 49071
269.668.3361



APPENDIX D

Medical Procedure Authorization Form

I delegate and authorize the staff* of the Mattawan Consolidated School District to perform for _____ student, the acts, tasks and functions indicated on the "request for Medical Verification of Health Status and Needs Form", dated _____, which I previously provided the District. This authorization is subject to the condition that District staff assigned to perform these activities have been provided the required training as specified in the above Request. I have reviewed the attached procedures for _____ (procedure) which will be utilized and approve them, subject to any specific modifications necessary for this student that I have noted on the procedures.

I agree to supervise the performance of these activities and procedures in accordance with the Public Health Code (MCL333.1609(2)) by being continuously available through direct communications with District staff* performing them (staff may contact me in case of emergency by using this phone number: _____) and by regularly reviewing the student's health and medical status and needs, as well as the procedures being utilized by the staff.

Physician's Signature

Date

Printed Name of Physician

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

Parent/Guardian Signature

Date

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

Please return a copy to:

Building Principal

Bargaining Unit Member(s) Involved

Parent/Guardian

Central Office/Human Resources

APPENDIX D
Request for Medical Verification of Health Status and Needs Form

Mattawan Consolidated School
56720 Murray Street, Mattawan, MI 49071
269.668.3361



APPENDIX E
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:

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 A above:

- D. Identify any behavioral concerns not addressed in A above:

- E. Identify any communicable disease that the student has or is identified as a carrier:

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 provide 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.

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.

RECOMMENDATIONS FOR TRANSPORTATION AND SCHOOL ATTENDANCE

- Based upon the above information and identified procedures, _____, IS able to attend and be safely transported to and from school. Therefore, transportation and school attendance IS recommended.
- Based upon the above information and identified procedures, _____, IS NOT able to attend and be safely transported to and from school. Therefore, transportation and school attendance IS NOT recommended.
- Based upon the above information and identified procedures, it is recommended that _____ receive school service in the following manner:

Physician's Signature and Date

Please return to: _____

