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6/30/00



# *Mattawan Consolidated School*

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# **AGREEMENT**

*between*

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

*and*

**KALAMAZOO COUNTY EDUCATION  
ASSOCIATION**

**1997 - 2000**

*Mattawan Consolidated School*

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**AGREEMENT**

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

WITNESSETH:

**ARTICLE 1**  
**Recognition**

The Employer recognizes the KCEA as the sole and exclusive collective bargaining representative for all regular and part-time K-12 certified teachers employed for the regular school year, excluding substitute teachers, teachers' aides, employees who devote 50% or more of their time as administrators, and all other employees.

**ARTICLE 2**  
**Association and Teacher Rights**

A. Pursuant to the Michigan Public Employment Relations Act, the Employer hereby agrees that every employee of the Employer shall have the right freely to organize for the purpose of engaging in collective bargaining or negotiations. 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 teacher in the enjoyment of any rights conferred by the Act of other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association or collective professional negotiations with the Employer; or his institution of any grievance, complaint or proceeding under this Agreement.

B. The Association shall have the right to use school buildings as specified in School Board Policy.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, before or after school hours, providing that this shall not interfere with or interrupt normal school operation.

D. One bulletin board will be permitted in each teachers' lounge, to avoid student involvement, for the purpose of posting matters of Association concern. The Association may use teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

E. The Board agrees to make available to the officers of the Association information pertinent to collective bargaining purposes only after it has been presented to the Employer at a regular meeting or to another Government Agency. The Association shall specify the information desired, and purposes for which it is intended. Original records are to be examined only at the central business offices of the Employer. The Employer shall be reimbursed for extra expenses incurred in furnishing information or making records available.

F. The Employer, through the Superintendent, will keep the Association informed on any new or modified educational program and attempt to give the Association an opportunity to advise the Employer with respect to said matters prior to their adoption and/or general publication.

G. Teachers shall be entitled to full rights of citizenship; and no religious or political activities of any teacher, or the lack thereof, outside the teacher's established work day or contractual responsibilities shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as any such conduct having a direct negative effect on his duties.

**ARTICLE 3**  
**Management Rights**

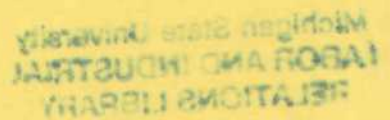
Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees which the Employer had prior to the certification of the Association.

**ARTICLE 4**  
**Teacher Representation**

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

4.1 Representation Fee Selection. Each teacher shall select one of the following representation fee options:

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



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

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

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

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

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

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

## **ARTICLE 5**

### **Professional Services**

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

**5.1 Work Year.** The normal work year shall begin the week prior to Labor Day. The work year shall include:

- A. One hundred eighty-five (185) work days.

B. A two (2) week winter break as follows:

- 1. If Christmas and New Years Day fall on a Friday, Saturday, or Sunday, winter recess will begin the Monday preceding Christmas.
- 2. If Christmas and New Years Day fall on a Monday through Thursday, winter recess will begin at the end of the school day on the Friday preceding Christmas.

C. Spring recess will be scheduled based upon the following:

- 1. If Good Friday occurs in March or no later than the first Friday in April, spring recess will be Good Friday and the following week.
- 2. If Good Friday occurs later than the first Friday in April, spring recess will be the calendar week (Sunday through Saturday) which includes April 1.

D. Not more than two (2) days orientation for new teachers at the beginning of the work year and one (1) day for other teachers.

E. Two and one-half (2 1/2) days for records.

F. Student conferences, provided that compensatory time shall be given for time which is in excess of the normal scheduled professional day.

H. Not less than one hundred eighty (180) student days.

The calculation of days and half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. The Employer shall prepare, after consultation with the Association, a calendar. The Employer may modify the work year for events beyond its control to the extent required to comply with applicable state or federal standards, provided that it shall consult with the Association prior to implementing any such change and provided further that if a change requires additional professional services, additional compensation shall be paid as provided in Section 13.22.

Notwithstanding the provisions of this Section or Section 13.22 which may be to the contrary, the inclusion of additional minutes to the school day to insure that the school district fully qualifies for state aid shall be accomplished within the compensation included in Schedule A. In determining how to accomplish achieving the minimum requirements, a collaborative method similar to that used to develop the school calendar shall be used. If the Employer desires to add additional days beyond past practice, or minutes beyond the minimum required to fully qualify for state aid, it must first negotiate an agreement with the Association.

**5.2 School Day.** The normal school day for students shall be not more than six hours and 50 minutes and the normal scheduled professional day for each teacher shall be seven hours and 20 minutes for a normal work week consisting of five (5) days.

**5.3 K-5 Classroom Teachers.** The normal work week for a full-time teacher regularly assigned as a K-5 classroom teacher shall include:

- A. A minimum of three hundred (300) minutes for preparation.
- B. A duty free lunch period of thirty (30) minutes each day.

A K-5 teacher's duties shall not include responsibility for cafeteria, playground or recess supervision.

5.4 6-8 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 6-8 classroom teacher shall include:

- A. A minimum of 300 minutes per week. The length of each preparation period shall be as long as can be arranged as dictated by the schedule.
- B. A duty free lunch period of thirty (30) minutes each day.

5.5 9-12 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 9-12 classroom teacher shall include:

- A. Five (5) preparation periods with a minimum of 300 minutes per week.
- B. A duty free lunch period of thirty (30) minutes each day.

5.6 Other Teachers. The normal work week for a full-time teacher regularly assigned as a librarian, guidance counselor or in music, art and other special programs shall include:

- A. Preparation time substantially equivalent to the grade group to which assigned or for which support services are provided.
- B. A duty free lunch period of thirty (30) minutes each day.
- C. It is agreed that beginning and ending dates for each school year may differ from the Master Agreement for counselors so that counselors may accommodate scheduling needs, as follows:
  - 1. There must be a mutual agreement between the administration and counseling staff regarding the alteration in scheduling days worked.
  - 2. The schedule may deviate up to and including five days from the normal schedule.
  - 3. The total number of days worked from July 1 through June 30 of any given year shall be the same total number as teachers according to the current Master Agreement for the applicable year.

5.7 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 teacher shall participate in activities which have customarily been performed by teachers employed by the Employer. Staff meetings may be scheduled one hour per week. Meetings may be held either before or after school at the discretion of each building as determined by the principal. The normal work week for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.

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

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

- A. Professional development and curriculum work that is specifically requested by the district at times other than the usual activities that occur within the typical parameters of the school year shall be remunerated as provided in Schedule B. If the activity or work occurs during the summer, the rate of pay will be computed from the school year preceding that summer.

- B. The Association and the School District encourage teachers to participate in such activities to enhance quality instruction and common focus.
- C. Teachers will be paid for time actually engaged in the scheduled activity.
- D. Breaks shall typically be 15 minutes every two hours. Lunch breaks shall typically be one hour in length. Breaks and lunch periods shall be unpaid.
- E. There may be an activity that a teacher 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.

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

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

## ARTICLE 6 Special Employer Support

### 6.1 Special Student Programs.

- A. The Employer will give attention whenever and wherever possible in providing reasonable support and assistance to teachers with respect to children having special physical, mental and/or emotional problems. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, physicians or other professional persons, the Employer will take reasonable steps to assist the teacher in securing such aid.
- B. Removal of a student from the classroom whose presence infringes upon the educational pursuits of the balance of the class shall be undertaken in accordance with Section 380.1311 and 380.1300, of the School Code of 1976, as amended, State of Michigan and School Board Policy, which provide specific procedures for suspension and expulsion. Use of the foregoing instruments shall be employed after the classroom teacher has exhausted all possible reasonable and prudent means in seeking solutions to problems that may exist.

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

6.3 School Improvement Plan (SIP). The Employer and the Association recognized the requirements of Public Act 197 of 1989. In no event shall a SIP be developed that modifies the terms and provisions of this Agreement without the prior written consent of the Association. Any participation by a teacher shall be voluntary.

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

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

**ARTICLE 7**  
**Teaching Conditions**

A. Because the pupil-teacher ratio is an important aspect of an educational program, the Employer will attempt to maintain class sizes that are conducive to good education.

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

C. The Employer shall make available reasonable copying equipment to aid teachers in the preparation of instructional material.

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

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

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

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

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

**ARTICLE 8**  
**Transfers and Assignments**

8.1 Professional Assignments. Both parties recognize the desirability of placing each teacher in a position which will most effectively use the teacher's skills and experience while providing for the staffing needs of the District. The parties further recognize the desirability of promoting the career opportunities of the professional staff by giving the present staff members the first opportunity to apply for vacancies.

8.2 Assignment Criteria. Subject to the provisions hereinafter set forth, the professional assignment of a teacher shall be made by the Employer on the basis of the following criteria, namely:

- A. The contribution which the teacher could make to students in the new position.
- B. The preference of the teacher for the assignment.

- C. The qualification of the teacher compared to the qualifications of outside candidates, both for the position to be vacated and the position to be filled.
- D. The opportunity for the professional growth of the teacher.
- E. The certification and/or qualification of the teacher, including the teacher's experience and ability to relate to the particular age level and subject matter.
- F. The benefits to be derived by the Employer in making the assignment.
- G. The length of service of the teacher in the District.

**8.20 Assignment Procedure.**

8.201 General Procedure. The Employer shall establish a written procedure, which procedure shall include provisions for:

- A. The request by a teacher for an assignment to a different class, building, or position shall be made in writing to the Employer. The application shall set forth the name and address of the teacher, the reasons for the assignment request, the school, grade, or position sought, and the applicant's qualifications therefor. The teacher may send a copy of the request directly to the local Association.
- B. Professional assignments shall ordinarily be within the scope of a teacher's certificate or his major or minor field.
- C. A teacher who will be affected by a change in grade or subject shall be consulted as soon as possible and prior to sixty (60) days before the opening of school if possible.
- D. An assignment request shall expire at the time the vacancy is filled, upon the termination of the employment of the teacher or the expiration of twelve (12) months, whichever shall first occur.

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

- A. If a vacancy occurs during a semester, the Employer may temporarily fill the position for the remainder of the semester in order to minimize any disruption in the educational program.
- B. If the vacancy is for a position which was temporarily filled during a semester or which will occur at the beginning of the Spring semester, the vacancy shall be posted within one (1) week in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the local Association President.

C. If the vacancy is for a position to be filled during the next school year and the existence of the vacancy is known at least fourteen (14) days prior to the end of the school year, notice of the vacancy shall be posted for one (1) week in each school building in which there are bargaining unit members regularly assigned. A copy of such notice shall be sent to the local Association President.

D. In the case of all other vacancies, the Employer shall notify each teacher who has on file an assignment request for such vacancy.

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

8.204 Association Cooperation. The Association agrees to encourage teachers 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.

8.3 Student Activity Assignments. A teacher shall not have tenure in any student activity assignment. The initial assignment or reassignment of a teacher 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 teacher's regular professional assignment for additional compensation or in lieu of another professional assignment.

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

- A. Notify the Employer of the name of the teacher the Association claims should have been assigned, and
- B. The specific reasons for such claim.

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

8.5 Mentor Teacher. Mentor Teachers shall be available to provide professional support, guidance, and instructional leadership.

- A. Mentor Teachers shall serve voluntarily, for a period not to exceed ten (10) consecutive semesters.
- B. The administration shall notify the Association on a timely basis when a Mentor Teacher and mentee are matched.
- C. Mentor Teacher and mentee communications shall be confidential. Neither shall act to evaluate the other and neither shall witness in any grievance or administrative hearing involving the other.
- D. No Mentor Teacher in the district or public school academy shall occupy a probationary status.
- F. A Mentor Teacher from a public school academy shall not possess transfer rights into the district.

## ARTICLE 9 Leaves of Absence

9.1 Purposes. Since the absence of a teacher generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions hereinafter set forth are not intended to reduce the professional responsibilities of a teacher nor to provide a form of additional compensation. Rather, they are included to meet the humanitarian and legitimate personal and professional needs of a teacher in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

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

A. Sick leave may be used for:

1. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Workers' Compensation. Sick leave may be used for disability resulting from pregnancy to the extent expressly required by law.
2. Any communicable disease which would be hazardous to the health of students or other employees.
3. Physical examinations or medical treatment which cannot reasonably be scheduled outside of the regular work day.

B. Sick leave may accumulate up to one hundred twenty-seven (127) days. The amount of unused leave for each teacher shall be reported by the Employer regularly. If a teacher 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 teacher is on a leave of absence, laid-off, or otherwise not regularly providing services to the District.

9.3 Funeral Leave. A teacher shall be entitled to receive up to two (2) days leave with pay due to the death of his spouse, mother, father, child, brother, sister, grandparent, grandchild or his current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent-in-law, to the extent reasonably required to attend the funeral of the deceased person. Up to three (3) additional days deducted from accumulated sick leave may be granted with the prior approval of the Employer.

9.4 Personal Leave. In accordance with the following guidelines, all teachers shall be allowed two (2) days with pay for personal leave days and those teachers with a sick leave accumulation of seventy (70) days or more shall be allowed one (1) additional day with pay for personal leave. To wit;

- A. Personal leave shall be used only for legitimate business, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day. Personal leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.
- B. A request for personal leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours written notice except in the case of an emergency.

- C. The written request for personal leave shall constitute a certification by the teacher that the leave will be used for the purposes herein set forth. No specific description of the intended use of the leave shall be required except for a leave requested for a day preceding or following a non-work day.
- D. The Board shall not be required to grant leave on any one day to more than two (2) teachers from any one building.
- E. A request for leave may be denied if:
  - 1. The teacher 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 teacher.
  - 3. The number of teachers applying is in excess of the number provided.
  - 4. The request does not comply with the leave provisions.

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

- F. For teachers with less than seventy (70) days of sick leave accumulation when a leave day is requested, the first leave day shall be with pay. The second leave day shall be charged against accumulated sick leave, or shall be without pay if the teacher has no accumulated days.

For teachers with seventy (70) days or more of sick leave accumulation when a leave day is requested, the first two (2) days shall be with pay. The third leave day shall be charged against accumulated sick leave.

Personal leave days shall not accumulate.

9.5 Jury Leave. A teacher shall be entitled to leave for jury service if the teacher is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his professional responsibilities. The teacher shall be paid his regular compensation, without deduction of leave days, less any attendance fees paid. The teacher shall return to his duties whenever his attendance in Court is not actually required and will give the Employer reasonable notice in order to avoid the unnecessary use of substitute teachers.

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

- A. The past performance of the teacher.
- B. The staffing needs and other requirements of the Employer.
- C. The length of service of the teacher and the probability that the teacher 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 teacher for the purpose of conducting official Association business, in accordance with the following guidelines, namely;

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.

- B. Except for good cause, request for a leave day shall be made in writing to the Superintendent not less than five (5) working days prior to the leave.
- C. The Superintendent shall not be required to grant more than ten (10) such Association leave days during each school year nor to grant leave on any day to more than two (2) teachers.
- D. The Superintendent may deny a request for a leave day if he/she is reasonably unable to obtain an adequate substitute for the teacher.
- E. The Association shall reimburse the Employer for costs of a substitute.

9.8 Adoption Leave. A teacher shall be entitled to use up to five (5) days accumulated sick leave days upon the arrival of his/her adopted child.

#### ARTICLE 10 Teacher Evaluation

A. Probationary teachers will be formally evaluated by the principal at least three times each year. Tenure teachers will be formally evaluated by the principal a minimum of once every three years. A copy of the evaluation will be given to the teacher. In the event that the teacher feels the evaluation was incomplete or unjust, the teacher may put objections in writing and have them attached to the evaluation report placed in the teacher personnel file. A written evaluation for probationary teachers shall be completed and signed by the principal by April 1. The last evaluation required by this agreement for a school year shall be furnished to a tenured teacher on or before April 30.

B. All evaluation records which are a result of a teacher's performance while teaching in the Mattawan system will be placed in the teacher's personnel file in the Superintendent's Office. A teacher shall be notified of the insertion in the teacher's personnel file of any material which adversely reflects on the character of the teacher's professional performance. The teacher shall have the right to file within thirty (30) days from notification a written statement, or other relevant material, concerning the material to which an objection has been made. The material to which an objection has been made shall be appropriately marked to show the existence of the teacher's filing and shall not be released without the material filed by the teacher. Each teacher shall have the right to review the contents of his personnel file and have an Association representative present.

C. If a probationary teacher is not continued in employment, the employer will advise the teacher of the reasons therefore in writing, and provide for a hearing when requested.

D. A probationary teacher will be assigned to a tenure teacher, if a tenure teacher volunteers for such assignment.

E. Primary emphasis for evaluation shall be made in the area of professional certification.

#### ARTICLE 11 Professional Standards and Discipline

11.1 Professional Standards. The parties recognize that the certification of a teacher and his contractual agreement constitute a continuing representation by the teacher 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 teacher, it is recognized that they include at least the following:

11.11 General Competence and Professional Preparation. A teacher shall maintain such level of professional competence as may be required to adequately discharge his professional responsibilities.

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

11.12 Commitment Toward the Student. The educator measures his success by the progress of each student toward realization of his 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 obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in his 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 professional qualifications, the discharge of his professional duties or his 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 ability to effectively discharge his professional responsibilities.

#### 11.2 General Conduct and Discipline.

11.21 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.

11.22 Disciplinary Action. Any disciplinary action against a teacher shall be taken in accordance with the following guidelines, namely;

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

11.3 Professional Growth Program. The parties agree that a positive professional growth program can enhance the performance of the teaching staff and the quality of the educational program. The parties further agree that teachers can both contribute to and benefit from such a program.

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



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

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

#### ARTICLE 12 Layoff and Recall

12.1 Determination. If the Employer determines that it is necessary to decrease the number of teachers or otherwise reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Employer shall notify the Association in writing of its intentions to do so and the reasons therefor. A layoff extending for more than thirty (30) days shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Employer regarding priorities and procedures to be followed in such layoff.

12.2 Layoff Procedure. Layoffs shall be subject to the following conditions:

- A. A layoff of not more than thirty (30) days shall be determined by the Employer to meet the Employer's temporary staffing requirements. A teacher on temporary layoff may be placed on long term layoff.
- B. A layoff of more than thirty (30) days shall conform to the following guidelines:
  1. Teachers shall be laid off in order of seniority starting with the least senior teacher, provided that:
    - a. The remaining teachers are certified and qualified to perform the duties of the position to be filled;
    - b. A part-time teacher may be laid off before a full-time teacher with less seniority; and
    - c. The Employer may offer a teacher part-time employment in lieu of layoff.
  2. The Employer shall give not less than twenty (20) calendar days notice of layoff.
- C. Any layoff shall suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

12.3 Recall Procedure. Recalls shall be subject to the following conditions:

- A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on temporary or long term layoffs.
- B. If no recall date is set forth in the notice of layoff, the

Employer shall give written notice of recall from layoff by sending a certified letter or telegram to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Employer of any change in address. If a teacher fails to report to work at the specified time, which time shall not be less than fifteen (15) days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Employer, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Employer. The obligation to rehire a teacher shall terminate twenty-four (24) months following such layoff.

12.4 Seniority. The Employer shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association at least once each contract year on or before February 1. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list.

12.5 Interpretation. For the purpose of this article:

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

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

#### ARTICLE 13 Professional Compensation

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

- A. The Employer shall place each new professional employee on such step as professionally indicated by reason of education, experience, and past professional performance.

B. Academic or certification advancement shall be made at the beginning of the Fall semester following such advancement, provided that the teacher shall submit proof of such advancement not later than sixty (60) days after the beginning of the semester.

C. If a teacher has provided professional services for at least sixty (60) percent of the work year, it shall be counted as a full work year for the purpose of advancement on the salary schedule. For the purpose of this provision, a teacher on a paid sick leave shall be deemed to have rendered professional services for the period of such leave.

13.2 Additional Compensation. A teacher shall be entitled to receive additional compensation as follows:

13.21 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.

13.22 Extended Contract Period. A teacher authorized to work in excess of the contract period herein set forth shall be entitled to a proportionate increase in compensation.

#### ARTICLE 14

##### Labor-Management Contract Enforcement Procedure

14.1 Objectives. It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures. The parties reaffirm that this peaceful procedure is the desired procedure to be followed whenever a claimant believes that the contract is not being properly applied. Teachers are hereby encouraged to follow this procedure in an effort to resolve such disagreements in an amicable manner.

##### 14.2 Review Levels.

14.21 Informal Adjustment. Prior to filing a written claim, the claimant shall meet with the party or the teacher against whom such claim is to be asserted for the purpose of attempting to adjust such alleged claim without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the claimant reasonably should have known of the event.

14.22 Written Claim. If the claim is not satisfactorily resolved at the informal conference, the claimant shall have ten (10) days within which to file a written claim, which claim shall include:

- A. An identification of the claimant(s).
- B. The facts upon which the claim is based;
- C. The applicable portion(s) of the Agreement allegedly violated;
- D. The specific relief requested;
- E. The date of the claim; and
- F. The signature of the claimant.

A reply shall be filed within twenty (20) days from the receipt of the written claim.

14.23 Formal Conference. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing. If the parties are unable to reach agreement, the party or teacher against whom the claim is filed shall file a reply within twenty (20) days after the completion of the formal conference unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

14.24 Hearing Officer. If the claim is not satisfactorily resolved at the formal conference or before a state mediator, the claim shall be submitted to a hearing officer if such request is made within fifteen (15) days from the receipt of the formal conference reply. The hearing shall be conducted in accordance with the following rules, namely;

A. The hearing officer shall be selected by lot from a permanent panel of hearing officers selected by agreement between the parties.

B. The hearing shall be conducted in accordance with the rules of the Labor-Management Tribunal, provided, however, that:

1. The hearing officer shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.

2. The hearing officer shall render his written decision within thirty (30) days from the conclusion of the hearing.

3. The rules may be amended in writing by the mutual agreement of the parties.

C. Either party shall have the right within twenty (20) days from the receipt of the decision of the hearing officer to apply to a court of competent jurisdiction for a rehearing of the claim both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the hearing officer shall be binding.

##### 14.3 General Procedures.

14.31 Definitions. As used in this Article the word

A. "Claimant" means the party or teacher filing the claim. If a claimant is a teacher, the teacher shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

B. "Event" means the act of omission which the claimant alleges violates one or more provisions of this Agreement.

C. "Day" means a calendar day except a Saturday, Sunday or a scheduled holiday or vacation period occurring during the school year.

14.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with each party.

- 14.33 Exclusions. The claim procedure shall not apply to
- A. A claim by any teacher who desires to assert his legal right to present such claim directly to the Employer and have it adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
  - B. Any discretionary act or decision.
  - C. The failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.
  - D. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
  - E. Any provision of the Agreement which contains an express exclusion from this procedure.
- 14.34 Provisional Relief. A party may at any stage of the proceedings provisionally grant in whole or in part the relief request by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered by a mediator or hearing officer as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.
- 14.35 Vacating Relief. If a claimant shall file a claim before any administrative tribunal, agency or court, the party against whom a claim was filed under this Article shall have the right to
- A. Forthwith terminate any further proceedings under this procedure, if they are still pending.
  - B. Vacate any decision which has been entered granting any relief to the claimant and receive restitution for any relief already granted or benefit given.
- 14.36 Withdrawals and Denials. Any claim or request for advancement to the next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn.
- 14.37 Place of Proceedings. All proceedings up to a hearing before the Tribunal shall be held on the Employer's premises. A Tribunal hearing shall be held at the location selected by the hearing officer within Van Buren or Kalamazoo Counties and the cost of any facilities shall be shared equally by the parties.
- 14.38 Costs. Any fee paid for the services of a hearing officer shall be shared equally by the parties, except as the hearing officer for cause shall otherwise decide. Each party shall be responsible for its own costs.

**ARTICLE 15**  
**Public School Academies**

15.1 Public School Academies. The Mattawan Education Association shall be provided immediate notice of any inquiry or correspondence pertaining to the establishment of a public school academy. Applicants

shall be fully identified. Bylaws, curricula, staff responsibilities, and admission policies/criteria shall be provided.

- A. If the district seeks to establish a public school academy with an ISD, community college, public or private university, no provision of the master agreement shall be altered or modified without recourse to collective bargaining. No replacement of district classroom support personnel shall occur.
- B. The public school academy must comply with the provisions of the School Code.
- C. The academy authorized by the district shall not cause involuntary transfer, or bump of any bargaining unit member.
- D. No bargaining unit member shall be required to accept initial or subsequent employment with a public school academy.

**ARTICLE 16**  
**Miscellaneous Provisions**

16.1 Complete Agreement. This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

16.2 Individual Contracts. Any individual contract between the Employer and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.

16.3 Contract Interpretation. Each of the provisions of this agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any benefit under the agreement shall be determined to be in violation of such applicable laws or regulations, the Employer, after consultation with the Association, shall have the right to alter such benefit provisions in order to comply with such laws or regulations but in no event shall the Employer's aggregate monetary obligations exceed the amount herein provided. If any provisions shall be prohibited by or deemed invalid under such applicable laws or regulations, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

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

16.5 Reporting of Teachers. In the event that school is closed as the result of inclement weather, teachers will not be required to report to work but are encouraged to come if work necessitates.

16.6 Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer the contract and such representatives shall meet at least monthly during the term of this agreement. The Employer shall authorize appropriate released time for the conduct of such meetings.

16.7 Association Representatives. The KCEA and the Association agree to promptly notify the Employer in writing of the names of those persons who have been authorized to act on their behalf and the authority of each such person, which shall remain in effect until superseded by a new written notice.

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

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

16.10 Successor Agreement. The negotiation of a new agreement shall begin upon the written request of either party made not earlier than one hundred twenty (120) calendar days prior to the contract expiration date.

**ARTICLE 17**  
**Duration of Agreement**

This Agreement shall be effective as of the date hereof, and shall continue in effect until June 30, 2000. The provisions of the prior Agreement shall terminate as of the effective date of this Agreement provided that compensation or fringe benefits previously earned or summer assignments not completed shall be paid under the provisions of the prior Agreement.

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

Kalamazoo County Education Association:

By \_\_\_\_\_  
Robert Sacksteder, Chief Negotiator

By \_\_\_\_\_  
Nancy Garman, President  
Mattawan Education Association

Board of Education:

By \_\_\_\_\_  
Richard D. Fries, Attorney/Chief Negotiator

By \_\_\_\_\_  
James A. Weeldreyer, Superintendent  
Mattawan Consolidated School

**1997-1998 Basic Compensation Schedule**

Yrs Exp	BA	BA+18	MA	MA+15	SPEC
0	\$26,181	\$27,490	\$28,275	\$29,846	\$31,417
½	\$26,836	\$28,145	\$29,061	\$30,632	\$32,203
1	\$27,490	\$28,799	\$29,846	\$31,417	\$32,988
1½	\$28,145	\$29,454	\$30,632	\$32,203	\$33,773
2	\$28,799	\$30,108	\$31,417	\$32,988	\$34,559
2½	\$29,454	\$30,763	\$32,203	\$33,773	\$35,344
3	\$30,108	\$31,417	\$32,988	\$34,559	\$36,130
3½	\$30,763	\$32,072	\$33,773	\$35,344	\$36,915
4	\$31,417	\$32,726	\$34,559	\$36,130	\$37,701
4½	\$32,072	\$33,381	\$35,344	\$36,915	\$38,486
5	\$32,726	\$34,035	\$36,130	\$37,701	\$39,272
5½	\$33,381	\$34,690	\$36,915	\$38,486	\$40,057
6	\$34,035	\$35,344	\$37,701	\$39,272	\$40,842
6½	\$34,690	\$35,999	\$38,486	\$40,057	\$41,628
7	\$35,344	\$36,653	\$39,272	\$40,842	\$42,413
7½	\$35,999	\$37,308	\$40,057	\$41,628	\$43,199
8	\$36,653	\$37,962	\$40,842	\$42,413	\$43,984
8½	\$37,308	\$38,617	\$41,628	\$43,199	\$44,770
9	\$37,962	\$39,272	\$42,413	\$43,984	\$45,555
9½	\$38,617	\$39,926	\$43,199	\$44,770	\$46,340
10	\$39,272	\$40,581	\$43,984	\$45,555	\$47,126
10½	\$39,926	\$41,235	\$44,770	\$46,340	\$47,911
11	\$40,581	\$41,890	\$45,555	\$47,126	\$48,697
11½	\$41,235	\$42,544	\$46,340	\$47,911	\$49,482
12	\$41,890	\$43,199	\$47,126	\$48,697	\$50,268
12½	\$42,544	\$43,853	\$47,911	\$49,482	\$51,053
13	\$43,199	\$44,508	\$48,697	\$50,268	\$51,838
14-17	\$44,277	\$45,620	\$49,914	\$51,524	\$53,134
18-21	\$45,359	\$46,733	\$51,131	\$52,781	\$54,430
22-25	\$46,440	\$47,846	\$52,349	\$54,038	\$55,726
Over 25	\$47,519	\$48,958	\$53,566	\$55,294	\$57,022

**1998-1999 Basic Compensation Schedule**

Yrs Exp	BA	BA+18	MA	MA+15	SPEC
0	\$26,966	\$28,314	\$29,123	\$30,741	\$32,359
½	\$27,640	\$28,988	\$29,932	\$31,550	\$33,168
1	\$28,314	\$29,663	\$30,741	\$32,359	\$33,977
1½	\$28,988	\$30,337	\$31,550	\$33,168	\$34,786
2	\$29,663	\$31,011	\$32,359	\$33,977	\$35,595
2½	\$30,337	\$31,685	\$33,168	\$34,786	\$36,404
3	\$31,011	\$32,359	\$33,977	\$35,595	\$37,213
3½	\$31,685	\$33,033	\$34,786	\$36,404	\$38,022
4	\$32,359	\$33,708	\$35,595	\$37,213	\$38,831
4½	\$33,033	\$34,382	\$36,404	\$38,022	\$39,640
5	\$33,708	\$35,056	\$37,213	\$38,831	\$40,449
5½	\$34,382	\$35,730	\$38,022	\$39,640	\$41,258
6	\$35,056	\$36,404	\$38,831	\$40,449	\$42,067
6½	\$35,730	\$37,078	\$39,640	\$41,258	\$42,876
7	\$36,404	\$37,752	\$40,449	\$42,067	\$43,685
7½	\$37,078	\$38,427	\$41,258	\$42,876	\$44,494
8	\$37,752	\$39,101	\$42,067	\$43,685	\$45,303
8½	\$38,427	\$39,775	\$42,876	\$44,494	\$46,112
9	\$39,101	\$40,449	\$43,685	\$45,303	\$46,921
9½	\$39,775	\$41,123	\$44,494	\$46,112	\$47,730
10	\$40,449	\$41,797	\$45,303	\$46,921	\$48,539
10½	\$41,123	\$42,471	\$46,112	\$47,730	\$49,348
11	\$41,797	\$43,146	\$46,921	\$48,539	\$50,157
11½	\$42,471	\$43,820	\$47,730	\$49,348	\$50,966
12	\$43,146	\$44,494	\$48,539	\$50,157	\$51,775
12½	\$43,820	\$45,168	\$49,348	\$50,966	\$52,584
13	\$44,494	\$45,842	\$50,157	\$51,775	\$53,393
14-17	\$45,605	\$46,988	\$51,411	\$53,069	\$54,727
18-21	\$46,719	\$48,134	\$52,665	\$54,363	\$56,062
22-25	\$47,832	\$49,280	\$53,919	\$55,658	\$57,397
Over 25	\$48,943	\$50,426	\$55,172	\$56,952	\$58,732

1999-2000 Basic Compensation Schedule

Yrs Exp	BA	BA+18	MA	MA+15	SPEC
0	\$27,775	\$29,164	\$29,997	\$31,664	\$33,330
½	\$28,469	\$29,858	\$30,830	\$32,497	\$34,163
1	\$29,164	\$30,553	\$31,664	\$33,330	\$34,997
1½	\$29,858	\$31,247	\$32,497	\$34,163	\$35,830
2	\$30,553	\$31,941	\$33,330	\$34,997	\$36,663
2½	\$31,247	\$32,636	\$34,163	\$35,830	\$37,496
3	\$31,941	\$33,330	\$34,997	\$36,663	\$38,330
3½	\$32,636	\$34,024	\$35,830	\$37,496	\$39,163
4	\$33,330	\$34,719	\$36,663	\$38,330	\$39,996
4½	\$34,024	\$35,413	\$37,496	\$39,163	\$40,829
5	\$34,719	\$36,108	\$38,330	\$39,996	\$41,663
5½	\$35,413	\$36,802	\$39,163	\$40,829	\$42,496
6	\$36,108	\$37,496	\$39,996	\$41,663	\$43,329
6½	\$36,802	\$38,191	\$40,829	\$42,496	\$44,162
7	\$37,496	\$38,885	\$41,663	\$43,329	\$44,996
7½	\$38,191	\$39,579	\$42,496	\$44,162	\$45,829
8	\$38,885	\$40,274	\$43,329	\$44,996	\$46,662
8½	\$39,579	\$40,968	\$44,162	\$45,829	\$47,495
9	\$40,274	\$41,663	\$44,996	\$46,662	\$48,329
9½	\$40,968	\$42,357	\$45,829	\$47,495	\$49,162
10	\$41,663	\$43,051	\$46,662	\$48,329	\$49,995
10½	\$42,357	\$43,746	\$47,495	\$49,162	\$50,828
11	\$43,051	\$44,440	\$48,329	\$49,995	\$51,662
11½	\$43,746	\$45,134	\$49,162	\$50,828	\$52,495
12	\$44,440	\$45,829	\$49,995	\$51,662	\$53,328
12½	\$45,134	\$46,523	\$50,828	\$52,495	\$54,161
13	\$45,829	\$47,218	\$51,662	\$53,328	\$54,995
14-17	\$46,973	\$48,398	\$52,953	\$54,661	\$56,369
18-21	\$48,120	\$49,578	\$54,245	\$55,994	\$57,744
22-25	\$49,267	\$50,759	\$55,536	\$57,328	\$59,119
Over 25	\$50,412	\$51,939	\$56,828	\$58,661	\$60,494

A. Anything in the foregoing salary schedules notwithstanding.

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

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

1. A proposed program shall be submitted to the superintendent for approval prior to the starting of any course work that is to receive credit. Only course work approved by the superintendent shall be eligible for credit under this provision.

2. Completion of fifteen hours beyond the Master's Degree in an advanced degree program at an accredited college or university, or

Completion of fifteen additional credit hours of study beyond the Master's Degree in subject areas identified to specifically enhance the instructional skills of the teacher, knowledge of subject matter, or expansion of the teacher's credentials to teach in areas beyond their current certification.

3. A minimum grade of "B" must be received for all graduate level courses in order to receive credit.

A minimum achievement grade of "C" must be received for all undergraduate level courses in order to receive credit.

2. Insurance Benefits.

2.1 Insurance Plans.

Plan A. For the first year of this agreement, for teachers electing Plan A, the cost of MESSA Super Care I major medical insurance or its equivalent shall be borne as follows:

	1997-98	
	Employee	Employer
Self	\$4.00	\$214.12
Two Person	7.00	481.10
Family	8.50	533.74

If the MESSA premium costs for 1998-99 increase by more than 12% over the 1997-98 premium costs such increase over 12% shall be added to the Employee contribution. The MESSA premium cost percentage increase for 1999-2000 to be paid by the Employer over that paid by the Employer in 1998-99 shall be arrived at by adding 12 to the difference, if any, between 12 and the percentage increase in premium cost in 1998-99 that was less than 12 (i.e., if the 1998-99 increase is 10% the Employer shall cover up to 14% of any premium increase in 1999-2000).

Notwithstanding the aforementioned percentage increases, if during the term of this contract the Employer is classified by MESSA as a Kalamazoo County rated employer and not a Van Buren County rated employer, the Employee cost, from the date the Employer submits its first Kalamazoo County rated premium until the end of the term of this contract, shall not increase from what it was at the time of the initial submission of the Kalamazoo rated premium. Those employees electing Plan B Ultra Care or Super Care insurance options whose date of hire predates July 1, 1997, shall have their single subscriber premium paid at the Van Buren rate for the duration of this contract.

A. If MESSA Super Care I is selected the Employer agrees to reimburse each teacher for deductible actually paid. Reimbursement will be made monthly upon representation of appropriate documentation (originals required) from MESSA.

B. If a teacher subscribes for more expensive coverage than Super Care I, the difference in premium shall be paid by the teacher.

C. For those husband-wife combinations employed by Mattawan Consolidated School during the duration of this Agreement who apply to receive health insurance benefits, such coverage shall be limited to providing coverage under one policy. In such an instance, the married couple may choose in whose name the health insurance policy will be. The other individual will then be eligible for benefits pursuant to Plan B. Individuals employed prior to August 28, 1990 shall be exempt from this provision.

Plan B. The Employer agrees to pay each teacher not electing Plan "A" a sum not to exceed 95% of the current single subscriber premium for health insurance under Super Care I Plan A.

Plan C. The Employer shall provide, without charge, \$10,000 of Group Term Life Insurance for all regular full-time teachers.

Plan D. Mattawan Consolidated School Self-Insured Dental Program 80%/80%/80%.

Plan E. The Employer will contribute up to \$10.00 per participating teacher per month toward either VSP I vision insurance premiums or a comparable self-funded vision plan.

2.2 General Provisions.

2.21 Duration of Coverage.

- A. If a teacher provides professional services for the entire school year, the Employer's insurance contribution shall extend for twelve (12) calendar months.
- B. If a teacher 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 teacher provides professional services for less than a full school year and is not returning for the next school year, the Employer shall contribute only for those months that professional services were rendered.

2.3 Part-Time Teachers. The contributions of the Employer for part-time teachers shall be in the same proportion as the compensation of such part-time teacher bears to the compensation of a full-time teacher in the same pay classification, provided, however, the Employer shall not be required to make any contribution if the teacher shall not be eligible for such group insurance benefits.

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

**SCHEDULE B**  
**Student Activities**

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

1. Athletic Activities.

Coaching Position	Percent of BA Base Salary
Varsity Football	11% plus 1% per year, maximum 16%
Asst. Varsity Football	9% plus 1% every other year, maximum 11%
Junior Varsity Football	9% plus 1% every other year, maximum 11%
Asst. Junior Varsity Football	9% plus 1% every other year, maximum 11%
Freshman Football	9% plus 1% every other year, maximum 11%
Assistant Freshman Football	9% plus 1% every other year, maximum 11%
Middle School Football	4% plus 1% every other year, maximum 6%
Asst. Middle School Football	3% plus 1% every other year, maximum 5%
Men's Varsity Soccer	9% plus 1% per year, maximum 14%
Men's Junior Varsity Soccer	7% plus 1% every other year, maximum 9%
Men's Varsity Basketball	11% plus 1% per year, maximum 16%
Men's JV Basketball	9% plus 1% every other year, maximum 11%
Men's Freshman Basketball	9% plus 1% every other year, maximum 11%
Men's Mid Sch Basketball	4% plus 1% every other year, maximum 6%
Men's Varsity Wrestling	9% plus 1% per year, maximum 14%
Middle School Wrestling	4% plus 1% every other year, maximum 6%
Asst. Middle School Wrestling	3% plus 1% every other year, maximum 5%
Men's Varsity Baseball	9% plus 1% per year, maximum 14%
Junior Varsity Baseball	7% plus 1% every other year, maximum 9%
Varsity Track (men's & women's)	9% plus 1% per year, maximum 14%
Asst. Track (men's & women's)	7% plus 1% every other year, maximum 9%

Middle School Track	4% plus 1% every other year, maximum 6%
Asst. Middle School Track	3% plus 1% every other year, maximum 5%
Cross Country	8% plus 1% per year, maximum 13%
Assistant Cross Country Coach	7% plus 1% every other year, maximum 9%
Golf (coed)	7% plus 1% per year, maximum 12%
Women's Varsity Basketball	11% plus 1% per year, maximum 16%
Women's JV Basketball	9% plus 1% every other year, maximum 11%
Women's Freshman Basketball	9% plus 1% every other year, maximum 11%
Men's Tennis	7% plus 1% per year, maximum 12%
Women's Varsity Tennis	7% plus 1% per year, maximum 12%
Women's Mid Sch Basketball	4% plus 1% every other year, maximum 6%
Women's Varsity Soccer	9% plus 1% per year, maximum 14%
Women's JV Soccer	7% plus 1% every other year, maximum 9%
Women's Varsity Volleyball	9% plus 1% per year, maximum 14%
Women's JV Volleyball	7% plus 1% every other year, maximum 9%
Women's Freshman Volleyball	5% plus 1% every other year, maximum 7%
Middle School Volleyball	4% plus 1% every other year, maximum 6%
Women's Varsity Softball	9% plus 1% every other year, maximum 14%
Women's JV Softball	7% plus 1% every other year, maximum 9%
Cheerleader Advisor (all teams)	6% plus 1% per year, maximum 11%
Asst Cheerleader Adv (all teams)	4% plus 1% every other year, maximum 6%
Middle School Spirit Squad	4% plus 1% every other year, maximum 6%

- A. Any person represented by the bargaining unit that is appointed to lead any of the above positions will receive additional compensation of 1% of the base per assignment.
- B. Any person represented by the bargaining unit that serves as a coach in the same sport for a period of twelve years will receive an additional compensation of 1% of the base.
- C. If a bargaining team member is appointed to a coaching position that is split (co-coaches), the compensation will be computed in the following manner:
  - 1. The percentage of the base will be divided equally.
  - 2. Applicable years of experience will be computed for each person separately, divided by two, and added to the percentage of the base amount for the eligible person only.
  - 3. The bargaining unit member is additional compensation will be computed for each person separately, divided by two, and added to the percentage of the base amount for the eligible person only.
- D. Head coaching positions that provide a range of compensation shall be administered as follows:
  - 1. A new head 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 coaching position, the coach may be granted, at the discretion of administration, one year of credit on Schedule B for each three full years served coaching in the same sport.
- E. Assistant coaching positions that provide a range of compensation shall be administered as follows:
  - 1. An assistant coach new to Mattawan may be granted, at the discretion of administration, up to two years of credit (1%) as a coach at another school.
- F. A coach shall automatically advance to the next step provided on Schedule B for that coaching position unless the athletic director has informed the coach in writing of unsatisfactory performance in the coaching position.

- G. Dividing compensation as provided for in Schedule B for co-coaches not in the bargaining unit shall be at the discretion of administration.
- H. If an entire varsity team, as opposed to individuals or parts of a varsity team, advances past the first week of competition in an MHSAA sponsored tournament, the coach(es) of the varsity team during the regular season shall receive one week's pay for each full week (defined as Monday through Saturday) of tournament competition beyond the first week of tournament play. A week's wages shall be determined by dividing the coach's Schedule B compensation by the number of weeks from the official starting date of the sport through the first week of tournament competition.

I. After receiving a coaching assignment, the coach shall submit to the athletic director 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.

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

- a. The extent of student participation in the activity and the anticipated student interest for the following school year.
- b. The cost of the activity together with a preliminary budget for the next school year.
- c. The elimination or modification of the activity or suggested alternatives for the activity.
- d. The revision or modification of the goals to be achieved by the activity.
- e. Modification in the job description and the approximate time involved in completing the assignment.
- f. Changes in physical facilities, scheduling, or personnel.
- g. Such additional comments as may be relevant to maintain and improve the quality of the educational program.

J. Compensation of coaches shall occur as follows:

1. One half of the compensation shall be paid to the coach approximately half way through a season.
2. One half of the compensation shall be paid to the coach after the athletic director certifies to the business manager that the provisions of section "I" above have been completed, keys accounted for, and equipment has been secured.

2. Clubs, Organizations, Class Sponsors and Other Activities.

<u>Position</u>	<u>Compensation</u>
Senior Class (two persons, each)	2.00%
Junior Class (two persons, each)	2.00%
Sophomore Class (two persons, each)	1.00%
Freshman Class (two persons, each)	1.00%
Student Council (one person)	2.00%
High School Yearbook (one person w/o class)	5.00%
Middle School Yearbook (one person w/o class)	3.00%
Driver Education Coordinator (one person)	2.75%
National Honor Society	2.00%

Any person represented by the bargaining unit that is appointed to lead clubs, organizations, class sponsors and other activities listed above will receive additional compensation of 1% of the base per assignment.

3. Fine Arts.

Class-Related Activities (stipend for duties correlated to teaching the related class)

Choral Director (MS/HS)	6%
Band Director (MS/HS)	12%
Associate Band Director (MS/HS)	10%
Head Summer Marching Band Director	7%
Associate Summer Marching Band Director	5%

Non-Class Related Activities (stipend paid for services that are not a direct outgrowth of a class)

Major Musical Director (one person)	7.0%
Major Drama Director (one person)	5.5%
Forensics Director (one person)	8.0%

Any person represented by the bargaining unit that is appointed to lead non class-required activities will receive additional compensation of 1% of the base per assignment.

4. Hourly Compensation.

<u>Position</u>	<u>1997-1998</u>	<u>1998-1999</u>	<u>1999-2000</u>
Intramural Instructor	\$15.07/hr	\$15.52/hr	\$15.99/hr
Professional Development	\$15.07/hr	\$15.52/hr	\$15.99/hr
Curriculum Development	\$15.07/hr	\$15.52/hr	\$15.99/hr
Science Olympiad Coach*	\$15.07/hr	\$15.52/hr	\$15.99/hr
Odyssey of the Mind Coordinator	\$15.07/hr	\$15.52/hr	\$15.99/hr
Driver Education Instructor	\$16.36/hr	\$16.84/hr	\$17.35/hr
Summer School Instructor	\$16.36/hr	\$16.84/hr	\$17.35/hr

One hour on-site preparation is allowed for each five hours of classroom teaching for driver education and summer school. No planning time is provided for intramural instruction.

\*If there is a full day of Science Olympiad competition on a non-school day, the teacher attending shall receive a maximum stipend of \$100.

4. Mentor Teacher. Each teacher designated as a mentor teacher by the principal that provides services as outlined in the Expectation for Mentor Teachers provided by the principal shall receive \$200 per school year.

5. General Provisions. The teacher or coach with the assistance of the athletic director or principal shall submit to the superintendent for his approval as soon as practicable after receiving an activity assignment a written statement setting forth:

- A. The specific goals to be achieved by the activity, and
- B. The general methods to be used in the achievement of such goals.

Upon the completion of the assignment, each teacher or coach, with the assistance of the athletic director or principal, shall submit a written statement to the superintendent setting forth the extent to which the goals were achieved together with any relevant comments concerning:

- A. The extent of student participation in the activity and the anticipated student interest for the following school year.
- B. The cost of the activity together with a preliminary budget for the next school year.
- C. The elimination or modification of the activity or suggested alternatives for the activity.
- D. The revision or modification of the goals to be achieved by the activity.
- E. Modification in the job description and the approximate time involved in completing the assignment.
- F. Changes in physical facilities, scheduling, or personnel.
- G. Such additional comments as may be relevant to maintain and improve the quality of the educational program.