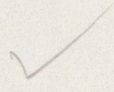


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COLOMA COMMUNITY SCHOOLS

Coloma, Michigan

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E D U C A T I O N A L    C O N T R A C T

1967-68

Coloma Community School

# 2 - No  
4 - No  
5 - No

MEA

1216 Ken dale

East Lansing, Mich.

488-3

Dur: July 1, 1968



COLOMA EDUCATION ASSOCIATION AGREEMENT

This Agreement is entered into this 14th day of August, 1967, by and between the Board of Education of the Coloma Community School System, hereinafter called the "Board" and the Coloma Education Association, hereinafter called the "CEA."

WITNESSETH

WHEREAS the Board and the CEA recognize and declare that providing a quality education for the children of the Coloma Community School System is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to negotiate with the CEA as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

A. The Board hereby recognizes the CEA as the exclusive negotiating representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following full-time, professionally certified personnel; such personnel includes those on tenure, probation, classroom teachers, guidance counselors, librarians, and those full-time, certified teachers to be employed by the Board, but excluding administrators, department heads, supervisors, evening and summer school teachers, office and clerical and maintenance and operating employees, and substitute teachers. The term teacher, when used hereafter in this Agreement, shall refer to all personnel represented by the CEA in the negotiating unit as above defined, and references to male teachers shall include female teachers, with the following exception: It is clearly understood concerning the above reference to probationary teachers that the right to evaluate and place on tenure or deny tenure and require a third year of probation, or to deny tenure and process dismissal, rests entirely with the Board and this shall take precedence over anything within this contract that may be interpreted or misconstrued to be to the contrary.

B. The Board agrees not to negotiate with any teachers' organizations other than the CEA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from negotiating with the Board or presenting a complaint and having the negotiation or complaint accepted or adjusted without intervention of the CEA, if the negotiation or adjustment is not inconsistent with the terms of this Agreement.

C. Within thirty (30) days of the beginning of their employment hereunder, the teachers may sign and deliver to the Board an assignment authorizing

Article I, Page 2

deductions for the duration of this contract, of membership dues of the CEA but not assessments (including the National Education Association and the Michigan Education Association). Such sums shall be deducted as dues from the regular salaries of all CEA teachers in three (3) equal installments and remitted to the CEA following the next regular meeting of the Coloma Board of Education. The CEA will indemnify and save harmless the Board for all sums improperly remitted to the CEA, and the CEA shall be responsible for all attorneys' fees incurred by the Board in connection therewith.



## ARTICLE II

### Rights

1. It is the purpose herein to focus attention to those salient factors which are the basis of this contract. These factors include the existing laws governing the responsibilities of the concerned parties and at the same time provide for the harmonious cooperation necessary for this school system to function well in its duty of providing the desired level of education to the students of our community.

A further practical amplification of the above dictates that it is the responsibility of the Board of Education to provide policy that permits efficient operation of the school system and simultaneously provides for the legal rights of the teachers. In addition, the Board and the CEA agree to bargain in good faith to provide a means of bringing to the attention of the Board for policy consideration the appropriate needs and desires of the teachers consistent with the factors mentioned in the above paragraph.

2. The Board retains the right, within applicable laws and restricted only by the specific agreements of this contract which are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, to direct the employees of this school system; to hire, promote, transfer, assign, and retain employees in positions within this system; and, to suspend, demote, discharge, or to take other disciplinary action against the employees and, to relieve employees from duties because of lack of work, participation in a strike or other legitimate reasons; and, to determine the methods, means and personnel by which the operations of this system are to be conducted; and, to take whatever actions may be necessary to carry out the mission of this system in situations of emergency.

3. Pursuant to Act 379 of Public Act of 1965, the Board agrees that those teachers recognized in Article I have the right to freely organize and support the CEA for the purposes of collective bargaining concerning wages, hours, and conditions of employment; and the Board undertakes and agrees that it shall neither deprive nor coerce said teachers from their legal rights to organize. The Board further agrees that it will not discriminate against any teacher with respect to hours, to wages, to any terms or conditions of employment by reason of his membership in the CEA, to his participation in any activities of the CEA including collective professional negotiations with the Board, or to his institution of any grievance, complaint, or proceeding under this Agreement. Likewise, the CEA and all its members agree to recognize the right of teachers to refuse to join the CEA; and, the CEA and its members agree that they will in no way discriminate against or coerce any teacher who elects to exercise this right.

4. In those schools within our system where there is provided a secluded space for teachers wherein students would not ordinarily be allowed, any teacher may request permission from the building principal to post in such places material approved by this principal. It is recognized, however, that providing a means of communication to members of the CEA is not a responsibility of the Board, and refusal at any time remains a prerogative of the Board.

5. The Board agrees to furnish or make available to the CEA readily available Board approved information pertinent to collective bargaining or the processing of a grievance. The CEA agrees to reimburse the Board for extra expenses incurred in furnishing or making available this information.

6. The Board agrees that neither it nor any of its administrative agents, and the CEA agrees that neither it nor any of its members shall discriminate against any teacher by reason of race, creed, color, religion, national origin,



sex, marital status, political activities, membership and participation in the activities of the CEA, or membership and participation in any personnel organization.

7. The Board is not responsible for providing meeting space, equipment, or materials to the CEA or any other organization, and it maintains its right to direct the use of such space, equipment, and materials. The Board will, however, give every consideration to requests by the CEA for the use of space, equipment, and materials. The use of such space, equipment, and materials is subject to a reasonable charge.

8. If any provision of this Agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

9. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms,

Individual contracts entered into within the duration of this Agreement with those within the negotiating unit as defined in Article I, Recognition, shall be made expressly subject to the terms of this Agreement.

The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the Board.

10. Nothing contained within this contract except those non-negotiable rights by law need be considered a part of any future Agreement so that if either the Board or the CEA wishes to delete or modify any such provision, each may do so and continue bargaining from that point without this act being considered to be an act of bad faith.

### ARTICLE III

#### Protection of Teachers

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. (BOARD POLICY: April 24, 1967: With discretion, teachers of elementary and middle school students may use the flat side of a ping pong paddle on the "seat" only. Such discipline must be in the presence of another teacher or administrator and shall be made known to the administration immediately. The above is the only Board authorized physical punishment that may be used by a teacher in the Coloma School district.) It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved shall request assistance of the Board in such matters. These requests shall be made in writing to the Superintendent who shall present them to the Board, and the Board shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof, with the decision of the



Article III, Page 2

Board being final. Time lost by a teacher in defense of his action in connection with any incident mentioned in this Article shall not be charged against the teacher; providing that the teacher was found not to be at fault.

C. Any serious complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. If the complaint is substantiated and is serious enough to be included in the teacher's file, such matter shall be promptly reported in writing to the teacher concerned.

## ARTICLE IV

### Negotiation Procedures

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the CEA and by the majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### Tenure Grievances

If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provisions of said act and the established procedures thereof.

#### Non-Tenure Grievances

A. If any teacher has a complaint (excluding tenure related problems) of unjust treatment in the interpretation or application of this agreement, the aggrieved employee may present, in writing, this grievance individually or with the aid of his CEA representative to his principal or immediate superior within five (5) school days of said unjust treatment. If grievance is not filed within (5) school days after occurrence, then the grievance shall be considered to be waived. The administrator with whom the grievance has been filed shall give an answer in writing to the grievance.

B. If the CEA is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the teacher or the CEA on the grievance, shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the CEA.

C. If the CEA is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within

Article V, Page 2

three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review the grievance in an executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. Copy of such disposition shall be furnished to the CEA.

D. If the CEA is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within ten (10) working days, it may be appealed to the mediation and fact-finding procedures by Act 379, P. A. 1965. Such appeal shall be in writing and shall be delivered to the labor mediation board and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be deemed abandoned.

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

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost provided a written grievance was filed within five (5) days of his discharge. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him provided a written grievance was filed within five (5) days of improper act.

G. The time limits provided in this article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15th of any year when strict adherence to the



Article V, Page 3

time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

H. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any part of the procedure. Nothing contained herein will be construed as limiting the right of any teacher with a grievance to discuss the matter with any appropriate member of the administration and having the grievance adjusted without the intervention of the CEA provided the adjustment is not inconsistent with the terms of this Agreement.

I. During the term of this Agreement neither the CEA nor any persons acting in its behalf will cause, authorize or support, nor will any of its members or any teachers take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for the purpose of inducing, influencing, or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment.

## ARTICLE VI

### Teaching Assignments

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certification or their major or minor field of study.

B. Teachers who are affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical. Such changes will be voluntary to every extent possible. Every effort will be made to avoid reassigning probationary teachers in the elementary grades, to different grade levels.

C. No secondary teacher shall have more than three (3) preparations a day in the academic subjects, subject to such additional preparations for which the teacher may volunteer. Each modified, accelerated, and enriched class requiring different preparation shall be considered a single preparation.

D. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviation will be in accord with the Michigan Department of Education regulations.

E. The teacher shall continue in the same assignment from year to year unless notified by the building principal. If the teacher is changed, notice will be given the teacher as early as possible and a change of assignment will not be made unless it is necessary for the better operation of the school.



ARTICLE VII

Duties - Teaching Hours - Class Loads

A. In recognition of the fact that teacher-pupil ratio is an important factor contributing to the standard of excellence in the Coloma Community School System, the Board and the CEA agree that every effort shall be made, by the Board and the Administration, to arrive at a proper teacher-pupil ratio as finances, classrooms and teachers become available.

B. Classroom teachers shall be required to be in their rooms or immediately outside at least one-half (1/2) hour before school begins and at least one-half (1/2) hour after school is dismissed unless assigned other duties. This time is to be used for student help and/or class preparation. A teacher shall make special arrangements with the school principal to leave earlier or arrive later than the time set forth in this section.

C. All teachers shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. Teachers will be notified at least one day in advance when possible and will not be expected to attend more than two (2) meetings per week that extend beyond the one-half (1/2) hour duty period unless an emergency occurs.

D. In recognition of the fact that a continuous teaching program is important to the education of the students of Coloma Community Schools, a general lesson plan will be filed with the building principal by four o'clock (4:00) Friday night for the following week's work.

E. If any teacher cannot make the scheduled starting time, in cases of emergency, he shall notify the building principal.

F. If a teacher shall teach more than the normal teaching load, he shall receive compensation at one times his class period rate for each teaching period over the normal teaching load.

G. Insert to follow - Elementary free lunch period.

## ARTICLE VIII

### Teaching Materials

Prior to changing a textbook, selecting a new textbook, or updating a textbook, the teachers affected and/or a committee of such teachers will be given opportunity to meet and consult with the Curriculum Coordinator, Superintendent, or representative of the Board regarding the proposed change in a textbook or selection of a new textbook. However, the final responsibility lies with the Board of Education.



## ARTICLE IX

### Teacher Evaluation

A. Observation and evaluation of the work performance of a teacher is an on-going procedure and cannot be restricted only to data collected at a specific visitation; however, specific classroom visitations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Any Public Address System monitoring for evaluation purposes will be done only with prior notification of the teacher. This monitoring will extend over a period of time as has been discussed with the teacher. A written evaluation will be made and discussed with the teacher involved each time the room is monitored.

B. The specific classroom observations of teachers shall be made by the Superintendent, Deputy Superintendent, Principals and/or Department Heads of the Coloma Community Schools. The individual teacher in his classroom shall be observed and evaluated at least once a semester and more frequently with the probationary teacher. The observer shall review with the teacher the results of the evaluation.

C. No later than April 1st of each probationary year the final written evaluation report covering each probationary teacher will be furnished to the Superintendent.

D. Each teacher shall have the right, upon request, to review the contents of his own personnel file with an administrator. A representative of the CEA may be requested to accompany the teacher in such a review. Prior to the inspection of the teacher's file by the teacher, all confidential information may be removed by the administration in charge of the file.

ARTICLE X

Vacancies and promotions

A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

B. In filling a vacancy within the bargaining unit or a promotional vacancy to administrative positions, the board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

C. Upon request, the Administration will supply pertinent information regarding vacancies to the CEA.



## ARTICLE XI

### Transfers

A. Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.

B. In the event a teacher should request a transfer, the request should be in writing, addressed to the Superintendent of Schools. Requests for transfer will be given every consideration in accordance with the situation of the particular request. Requests will be considered should they be made either during the school year or during the summer. A request should be renewed annually to be given continued consideration.

C. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils.

D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to the rights as he may have under the existing Agreement.

## ARTICLE XII

### Sick Leave

A. Teachers shall be entitled to twenty (20) sick-leave days per year and may be accumulated from year to year with a maximum of sixty (60) days.

B. Upon the recommendation of the Superintendent, the Board may require a teacher to submit to a physical or mental examination by a physician of the Board's selection to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.

C. In the event of absence of a teacher for personal illness, the Board may require an examination by a physician of the Board's selection. The Board will be responsible for the cost of said examination. If a teacher is absent due to personal sickness, it is expected that said teacher shall be either at home or seeking medical attention. If it is found that abuse of the privilege of sick leave was used for a paid personal absence, such abuse may be considered just cause for dismissal and termination of contract.

D. Teachers shall be informed of a telephone number that they may call to report unavailability for teaching. Teachers shall report as soon as they have knowledge that they will be unavailable for work. If they do not report by thirty (30) minutes before their building starts class, they will not be given credit for a sick day and will lose a day's pay unless an emergency is involved wherein advance notice could not be given. Once a teacher has reported, it becomes the responsibility of the administration to arrange for a substitute.

E. Sick leave may be used for members of the immediate family up to five (5) days provided that the illness is critical.

Immediate family shall be considered to include: father, mother, son, daughter, husband or wife.

Business Days

A. Two (2) days of the twenty (20) days sick leave shall be allowed for Personal Business per year, after the first six (6) months of employment.

Personal Business Days are non-cumulative.

B. Personal Business Days shall not be granted immediately before or after holidays or vacations.

C. Request for Personal Business Days must be in writing and have the approval of the building principal and the Superintendent.

D. Request for Personal Business Days must be submitted in writing at least one week before the intended date of absence. Emergency requests will be given consideration and granted as soon as possible.

E. It is understood that Personal Business Days are to be used only for those activities which cannot normally be taken care of after regular school hours.



ARTICLE XIII

Miscellaneous Provisions

A. Copies of this Agreement shall be printed at equal expense of the Board and the CEA and presented to all contracted teachers now employed or hereafter employed by the Board.

B. The officers or representatives of the local, state or national teachers organization desiring to see teachers shall do so before or after regular school hours. Such representatives shall check with the building administrator during the school day, and the administrator will decide whether or not the conference will interfere with the instructional program.

C. Seeking to achieve full equality of educational opportunity for all pupils, the Board and the CEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin.

D. A joint committee composed of a Board representative and a CEA representative shall meet together as needed for the purpose of discussion of any or all items which are of interest to the teachers and/or the school district.

E. The Board wherever feasible will institute in-service programs or workshops in cooperation with the CEA.

ARTICLE XIV

Coloma Community Schools  
Coloma, Michigan

August 14, 1967

1967-68 Salary Schedule

<u>Years Experience</u>	<u>Non-Degree</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>
0	\$5100	\$5900	\$6200
1	5188	6004	6310
2	5276	6108	6420
3	5452	6316	6640
4	5628	6524	6860
5	5804	6732	7080
6	5980	6940	7300
7	6156	7148	7520
8	6488	7460	7850
9	6684	7772	8180
10	6948	8084	8510
11	7212	8396	8840
12	7476	8708	9170

ARTICLE XIV  
APPENDIX I

Coloma Community Schools  
Coloma, Michigan

August 14, 1967

Extra-Curricular Salary Schedule

<u>Activity</u>	<u>Per Cent of Bachelor's Degree-- (Based on yrs. of experience in activity--to and including six years)</u>
A V Aids	5
Plays	4
Sr. Advisor	4
Jr. Advisor	4
Soph. Advisor	2
Fresh. Advisor	1
Newspaper	3
Yearbook	4
Authorized School Clubs	2
Cheerleader Advisor	\$100.00 (flat fee)



ARTICLE XIV  
APPENDIX II

Coloma Community Schools  
Coloma, Michigan

August 14, 1967

Athletic Salary Schedule

	<u>Per Cent of Bachelor's Degree-- (Based on yrs. of experience in activity--to and including six years)</u>
<u>Sports</u>	
Football:	
Head Varsity	12
Assistant Varsity	7
Head J. V.	7
Assistant J. V.	6
Head Jr. High	5
Assistant Jr. High	5
Basketball:	
Head Varsity	12
Assistant Varsity	7
J. V.	7
9th	6
8th	5
7th	5
Track:	
Varsity	8
Assistant Varsity	5
Jr. High	5
Wrestling:	
Varsity	8
Baseball:	
Varsity	8
Cross Country:	
Varsity	8
Golf:	
Varsity	8
Athletic Director	12

ARTICLE XV

Duration

The provisions of this Agreement will be effective as of August 14, 1967, and will continue and remain in full force and effect until July 1, 1968. During any period that the contract is reopened, the contract shall remain in effect, and if there is no agreement on the issues for which the contract is reopened, the contract remains in effect.

IN WITNESS WHEREOF, the parties hereunto set their hands this 14th day of August, 1967.

COLOMA EDUCATION ASSOCIATION

COLOMA BOARD OF EDUCATION

*Rodney Cross*

\_\_\_\_\_  
President

*John Walters*

\_\_\_\_\_  
President