

Colon 5

8/14/70

1969-70

Master Agreement
Between
Colon Education Association
and
Colon Board of Education

Colon Board of Education

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

1969-70

8/15/69 - 8/14/70

MEB
1216 Mendale
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PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 29th DAY OF AUGUST, 1969, BY AND BETWEEN THE COLON EDUCATION ASSOCIATION, A VOLUNTARY, UNINCORPORATED ASSOCIATION OR A MICHIGAN CORPORATION, HEREINAFTER CALLED THE "ASSOCIATION", AFFILIATED WITH THE MICHIGAN EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "MEA", AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "NEA", AND THE SCHOOL DISTRICT OF COLON SCHOOLS, THE VILLAGE OF COLON, MICHIGAN, HEREINAFTER CALLED THE "BOARD". THE SIGNATORIES SHALL BE THE SOLE PARTIES TO THIS AGREEMENT.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Colon Schools is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I
RECOGNITION

A. The Colon Board of Education, herein known as the Board, hereby recognizes the Colon Education Association, herein known as the Association, as the exclusive bargaining representative, as defined as Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, advising or critic teachers, employed or to be employed by the Board (whether or not assigned to a public school building) but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement provided that the Association has been given the opportunity to be present at such adjustment.

C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Said authorization shall be presented to the Board on or before October 1, 1969, with later authorizations being handled by the Association. Pursuant to such authorization, the Board shall deduct one-fourth of such dues from the first payroll in October, November, December and January.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable Public Employees Laws and Regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided in current school board policies.

ARTICLE II
BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the teaching activities of its employees:
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees:
- C. To establish grades and courses of instruction, including special programs, and to provide all athletic, recreational and social events for students, all as deemed necessary or advisable by the Board:
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE III

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or 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 lawful activities of the Association on collective professional negotiations with the Board, or his institution of any grievance, complaining or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours and after school hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards within the faculty lounge and other established media of communication that does not pass before the students, shall be made available to the Association and its members.

C. The Board agrees to furnish, one copy, to the Association in response to reasonable requests, from time to time, all information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

It is expressly understood that the Board shall not be required to furnish to the Association or teachers, information of a confidential nature which is obtained from other schools such as, but not necessarily limited to, recommendations for employment and other material of a confidential nature.

D. The Board agrees to furnish to each teacher now employed and to those hereafter employed, a copy of all current board policies concerning teachers and their students.

E. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules of delinquency in professional performance in a formal conference. A formal conference is defined as one that has been pre-arranged. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is present.

ARTICLE IV
PROFESSIONAL COMPENSATION

A. The salaries of teachers for the duration of this agreement are set forth in schedule A, which is attached to and incorporated in this agreement.

B. All teachers will be given full face value for teaching experience and will take their appropriate spot on the salary schedule.

C. Teachers who accept extra duty assignments set forth in Appendix A-1, which are attached to and incorporated in this agreement, will be compensated in accordance with the provisions of this agreement, without deviation.

D. For each semester hour of credit earned beyond State of Michigan Permanent Certification requirements and earned within the effective dates of this agreement and provided that the course is part of a Master's Program of a College or University or have administrative approval, the Board shall pay \$20.00 upon presentation of the credits earned.

E. Teachers required, in the course of their employment, to drive personal automobiles from one building to another shall receive an allowance of ten (10) cents per mile.

F. For administratively approved conferences and visitations:

1. Travel allowances will be at the rate of ten (10) cents per mile.
2. Expenses for meals and hotels will be paid upon presentation of paid vouchers, subject to the following limitations: Breakfast \$1.75; lunch \$2.25; dinner \$6.00 and lodging \$12.50 per night.

ARTICLE V
TEACHING LOAD AND ASSIGNMENTS

A. The normal teaching load in the Jr. & Sr. High School shall include five unassigned preparation periods per week (one per day) which will be equal in length to a regular class period. No high school teacher shall be assigned more than four preparations per semester, unless the teacher consents to take the extra preparation.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than forty-five minutes.

C. The normal teaching load in the elementary school shall include preparation time each day for each teacher.

D. The class size in the school system will be administratively governed, taking into consideration the financial situation, available facilities and accepted standards.

E. Teachers of music and art and the librarians and counselors shall be provided the same preparation time as is granted other teachers in their building.

F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association.

G. When an elementary teacher is assigned to teach more than one grade at a time, the teacher will receive either a pay increase of three percent of the base pay; or a ten per cent reduction in class size, as compared to others of the same grade levels. The option to be determined by the administration.

H. The teacher contracts shall state the teaching assignment and shall state outside sponsorships.

I. When a Jr.-Sr. High School teacher volunteers to teach during his conference period, he shall be compensated at a regular substitute rate, prorated for the length of substitution.

J. 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 for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

K. Any change in assignment, for teachers, shall be made only when it is agreeable with the teacher involved, except in case of emergency.

L. If a need arises, because of size of classes, that a teacher should need to teach during his conference or preparation hour, and the teacher is in accord, he may agree to the extra class. This being the case, the teacher will receive a sum equal to a prorated amount of his salary for the added class.

M. When the classroom teachers in the elementary schools lose preparation time due to the absence of specialized personnel, the substitute pay for this time shall accumulate to the end of the year and then be paid to the teachers thus affected, provided that the specialized service is offered.

Regular teachers will be paid as substitutes only when administratively assigned as substitutes.

N. Assignments are based on the regular school year as set forth in appendix B, which is attached to and incorporated in this agreement. The Board of Education in consultation with the CEA, will establish the calendar which is to be called Appendix B.

ARTICLE VI

TEACHING CONDITIONS

A. The Board 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 parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertake promptly to implement all joint decisions thereon made by its representative and the Association.

B. To decrease the non-professional demands on the teachers time; The Board agrees to provide the necessary aids to handle the following activities:

1. At the elementary schools:
 - a. Noon hour lunchroom and playground supervision.
 - b. collecting money for lunch and milk.
2. At the Jr.-Sr. high school:
 - a. Except when assigned in place of classroom supervision; noon hour lunchroom and hall supervision.
 - b. Collecting money for lunch and milk.
 - c. Permanent record keeping.

Additionally, the Board agrees to provide, whenever practical, clerical assistance for duplicating materials.

C. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

D. In each school, the Board shall make available to the teachers, administration and Board of Education, adequate restroom and lavatory facilities and one room, appropriately furnished, which shall be reserved for faculty use as a lounge to serve the functions of lunchroom, smokeroom, preparation and relaxation room.

E. Present telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls shall be paid for by the teacher.

F. Adequate parking facilities shall be made available to teachers.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it affects the teacher's work as a teacher.

H. The provisions of the agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages to public education of every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all students.

I. The Board shall provide a desk, closet and adequate shelf space for each teacher's necessary teaching materials.

ARTICLE VII

VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Colon Education Association.

B. Any teacher may apply for such vacancy.

ARTICLE VIII

LEAVE PAY

A. Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of ten (10) working days per year accruable to fifty (50) days. The ten days immediately available and this would be pro-rated if the person leaves before the end of the year.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, with sick leave and subtraction pro-rated from the portion of salary used to make up the difference.

Examples:

- A. An injured person whose weekly salary is \$140 and whose compensation is \$70 per week would receive the additional \$70 from the Board with 1/2 day counted against accumulated sick pay for each day out of work.
- B. An injured person whose weekly pay is \$120 and whose compensation is \$80 per week would receive the additional \$80 from the Board with 1/3 day counted against accumulated sick pay for each day out of work.

C. The Board reserves the right for the Superintendent to request a doctor's statement when there are apparent irregularities with the paid sick leave provision.

ARTICLE IX
LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted an involuntary leave of absence without pay for such time as is necessary for complete recovery from such illness, providing it is not longer than one year and that the Board of Education is given at least two weeks notice of the planned return date.

Any health insurance payments would continue to be paid during this time of need.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for the death of either mother, father, mother-in-law, father-in-law, children or spouse; a maximum of three days per school year for the death of either a brother or sister; and a maximum of two days for a brother-in-law or sister-in-law.
- (2) Court appearance as witness in any case connected with the teacher's employment or the school.
- (3) Upon approval of the administration, the following leaves will be granted:
 - A. Visitation at other schools.
 - B. Attending education conferences or conventions.
 - C. Association meetings.
- (4) Time necessary to take the selective service physical examination.

C. Leaves of absence without pay shall be granted upon application for the following purposes, however, the Board reserves the right to limit the number at any one time:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for an educational license other than that held by the teacher.
- (3) Study research or special teaching assignment involving probable advantage to the school system.
- (4) The regular salary increment occurring during such period shall be allowed.

D. A maternity leave shall be granted, without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester.

E. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year. A teacher, upon return from a sabbatical leave shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of arriving at the proper step on the salary schedule set forth in Schedule A of this agreement.

F. Teachers, who are officers of the Association or are appointed to its staff, should, upon proper application, be given no longer than a one year leave of absence, without pay, for the purpose of performing duties for the Association.

G. Military leaves of absence shall be granted to any teacher, who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, and reinstatement of these individuals shall be according to general school laws of the State of Michigan.

H. The Board shall not be held responsible for death or injury sustained by any teacher while on leave.

ARTICLE X

TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; two months following the teacher's commencement of service, four months after the teacher's commencement of service, and ninety days prior to the end of the

probationary school year. Tenure teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the superintendent and advised of their rights, under the tenure act for a hearing and appeal.

B. Evaluations shall only be conducted by a qualified building principal or assistant principal or other fulltime administrator. Each observation shall be made in person for a minimum of twenty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter; one to be signed and returned to the administration. The other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. All evaluations shall be based upon valid criteria for evaluating professional growth.

D. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher; and to the Association, if requested by the teacher.

If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, with a copy to the Association, if the teacher requests, and provide for a hearing where requested. The Board reserves the right to go into executive session for portions of this hearing.

In any hearing or tenure proceeding, all evaluations and responses thereto shall be admissable.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file, except evaluations from previous employment.

A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information.

Annual TB report and required medical information
All teacher evaluation reports
Copies of annual contracts
Copy of teacher certificate
A transcript of academic records
Tenure recommendations

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, without just cause, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XI
PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The board, upon finding that a teacher acted according to Board policies, may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action, according to Board policy, taken by the teacher against a student, the Board will provide legal counsel and may render assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. When a teacher is injured, in the course of his employment, medical, surgical or hospital care will be furnished by the Board, but only to the extent of coverage provided by the Workmen's Compensation Act.

F. Parent complaints will be handled at the discretion of the Administration and those serious enough to warrant action will be promptly called to the teacher's attention.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except as provided by the laws of the State of Michigan.

ARTICLE XII
NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this agreement nor existing Board policies not in conflict with this agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon mutual consent. The parties to undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Upon local Board recognition and at least sixty (60) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, and terms and conditions of employment.

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, 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.

ARTICLE XIII
PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement, or any rule, order or regulation of the Board which violates this agreement, may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix C, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be submitted with the Superintendent. Delivery shall be made in person, or by certified mail, return receipt requested, to the parties involved at each level. The filing of a formal grievance must take place within 30 days of the date of alleged violation of this contract.

D. Within three school days of receipt of the grievance, the principal shall meet with the teacher or Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three school days of such meeting and shall furnish a copy thereof to the teacher and Association.

E. If the teacher or the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the superintendent. Within five school days the superintendent shall meet with the teacher or Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the teacher and Association.

F. If the teacher or the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board by filing a written copy thereof with the Sec. of the Board. The Board, no later than ten school days hence, shall meet with the teacher or Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than 10 school days from the time of such meeting. A written copy thereof shall be furnished to the teacher and Association.

G. If the Teacher or the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued; he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. - 13 -

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from, the terms of the contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

I. 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.

J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

L. In each step of the procedure, the teacher or Association shall have a time equal to the time limits set forth in that step, in which to decide whether to proceed to the next step.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be required in any investigation of any teacher or by the Board of Education.

C. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board, during the effective dates of this agreement.

E. If any provisions of this Agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to laws, then such provision or application shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV
INSURANCE PROTECTION

A. The Board shall provide \$100 per year, for insurance protection for each full time employee in this bargaining unit. Part time employees' insurance protection will be pro-rated.

B. The insurance shall be available to the employee, or his dependents, according to the following options offered through the MEA Special Services Association:

Super Med Health Insurance
Group Term Life Insurance
"500 Major Medical" Insurance
Loss of Time Insurance

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full 12 month period commencing October 1st and ending September 30.

D. Payroll deductions, made to supplement this insurance, will be taken from the second pay of each month.

ARTICLE XIV

A. The duration date of this contract shall be August 15, 1969 and ending August 14, 1970.

Signed:

Dr. Robert Smith
President
Colon Board of Education

Signed:

Raymond Dost
Secretary
Colon Board of Education

Signed:

Thomas McFarland
President
Colon Education Association

Signed:

Secretary
Colon Education Association

ATTACHMENT A: SALARY SCHEDULE FOR 1969-70

| Step | Level One Non Degree | Level Two Degree Spec. Cert. | Level Three BA or BS | Level Four BA + 15 | Level Five MA |
|------|-------------------------|---------------------------------|-------------------------|-----------------------|------------------|
| 1 | 6000 | 6500 | 6700 | 7000 | 7300 |
| 2. | 6100 | 6700 | 6910 | 7210 | 7510 |
| 3. | 6200 | 6900 | 7120 | 7420 | 7720 |
| 4. | 6300 | 7100 | 7330 | 7630 | 7930 |
| 5. | | 7300 | 7540 | 7840 | 8140 |
| 6. | | | 7750 | 8050 | 8350 |
| 7. | | | 7960 | 8260 | 8560 |
| 8. | | | 8170 | 8470 | 8770 |
| 9. | | | 8380 | 8680 | 8980 |
| 10. | 6800 | | 8590 | 8890 | 9190 |
| 11. | | | | | 9400 |
| 12. | | | | | 9610 |

All teachers, including those presently employed by the Board, shall have their position on salary schedule in relation to the level determined by the following formula:

| | |
|-------------|---|
| Level One | Non Degree |
| Level Two | Degree-but lacking provisional or permanent certification. |
| Level Three | Bachelors Degree |
| Level Four | Bachelors Degree plus fifteen (15) hours of approved college credit that was taken after the awarding of the Bachelors Degree |
| Level Five | Masters Degree |

The approval of college credit shall be done by a joint committee of two teachers, appointed by the President of the Association, and two administrators appointed by the Board (Superintendent). In cases where the committee cannot arrive at a decision, the Board (Superintendent) shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

ATTACHMENT B
TENTATIVE CALENDAR
1969-70

| | | | |
|-----------|--|----|-----|
| SEPTEMBER | CLASSES BEGIN SEPT. 2 AM | 21 | 21 |
| OCTOBER | MEA REGIONAL CONFERENCE OCT. 10 | 22 | 43 |
| NOVEMBER | THANKSGIVING VACATION P.M. 26, ALL DAY 27, 28 | 10 | 61 |
| DECEMBER | CHRISTMAS DISMISSAL 3:30 Dec. 19 | 15 | 76 |
| JANUARY | RETURN JAN. 5 EXAM SCORING ONE DAY | 19 | 95 |
| FEBRUARY | UNINTERRUPTED | 20 | 115 |
| MARCH | SPRING VACATION NOON MARCH 27 DISMISSAL | 20 | 135 |
| APRIL | RETURN APRIL 6 | 19 | 154 |
| MAY | UNINTERRUPTED | 21 | 175 |
| JUNE | AM ONLY JUNE 4&5 | 5 | 180 |

All Teachers are to report on Thursday, August 28, 1969. Those teachers new to Colon are also to report on Friday, August 29, 1969.

In service training sessions, on school time, will be scheduled administratively: With not more than three such sessions during the 1969-70 school year.

This contract calls for 180 days of contact with the students with 7-10 of these days as a half day of contact. One additional day is required for the returning teachers and two additional days for the teachers new to Colon.

EXTRA PAY FOR EXTRA DUTY

| POSITION | REIMBURSEMENT |
|-----------------------------|---------------|
| VARSITY FOOTBALL | 493 |
| ASS'T FOOTBALL (2) | 370 |
| VARSITY BASKETBALL | 493 |
| J.V. BASKETBALL | 370 |
| FR. BASKETBALL | 185 |
| JR. HIGH BASKETBALL | 185 |
| TRACK | 370 |
| CROSS COUNTRY | 370 |
| VARSITY BASKEBALL | 370 |
| JV BASEBALL | 246 |
| ELEM INTRARURAL | 431 |
| BAND DIRECTOR | 308 |
| YEARBOOK (IF OUT OF CLASS) | 246 |
| NEWSPAPER (IF OUT OF CLASS) | 123 |
| ST. COUNCIL | 123 |
| SR. CLASS SPONSOR | 123 |
| JR. CLASS SPONSOR | 123 |
| SO. CLASS SPONSOR | 62 |
| FR. CLASS SPONSOR | 62 |
| EIGHT GRADE CLASS SPONSOR | 62 |
| DRAMA/PLAY | 123 |
| VOCAL MUSIC/ PERFORMANCE | 62 |
| VARSITY CHEERLEADERS AND JV | 92 |
| JR. HIGH CHEERLEADERS | 62 |

SPECIAL EDUCATION SHALL BE AT THE RATE PRESCRIBED IN THIS AGREEMENT PLUS THE ADDITIONAL ALLOWANCE PROVIDED THROUGH THE COUNTY SPECIAL EDUCATION OFFICE OF THE INTERMEDIATE OFFICE.

File Colon 5

STATE OF MICHIGAN
LABOR MEDIATION BOARD
LABOR RELATIONS DIVISION

Filing Date: 8-18-69

P E T I T I O N F O R F A C T F I N D I N G

INSTRUCTIONS: Submit an original and 4 copies of this Petition to the Michigan Labor Mediation Board, 1400 Cadillac Square Building, Detroit, Michigan; send one copy to the other party to the dispute; send one copy to the MEA Office of Professional Negotiations, East Lansing, Michigan; send one copy to your MEA Area Representative, and retain one copy for your local association file. (Use additional sheets if necessary.)

THE Colon Education Association HEREBY REQUESTS FACT FINDING UNDER SECTION 25 of ACT 176 OF THE PUBLIC ACTS OF 1939 AS AMENDED.

1. NAME, ADDRESS AND TELEPHONE NUMBER OF ASSOCIATION - APPLICANT:

Colon Education Association
(Name)
Colon High School, Dallas St.
(Street Address)
Colon, Michigan 49040 432-3387- or 432-3711
(City & State) (Zip Code) (Telephone No.)

2. NAME, ADDRESS AND TELEPHONE NO. OF PUBLIC EMPLOYER - OTHER PARTY:

Colon Community Schools Board of Education
(Name)
Same as Above
(Street Address)
Same as Above
(City & State) (Zip Code) (Telephone No.)

3. APPROXIMATE NUMBER OF EMPLOYEES IN UNIT: 47

4. THE ASSOCIATION (TEACHER BARGAINING UNIT) HAS ATTEMPTED TO ENGAGE IN GOOD FAITH MEDIATION REGARDING THE ISSUES LISTED BELOW BUT SAID MEDIATION HAS FAILED TO PRODUCE REASONABLE SOLUTIONS TO THOSE ISSUES.

5. STATEMENT OF FACTS CONSTITUTING THE ISSUES INVOLVED:

See Attached

STATEMENTS OF FACTS CONSTITUTING THE ISSUES INVOLVED

The unsettled issues are salaries and fringe benefits. Following Mediation, which took place August 8th, 1969, at 7:30 P.M. in the Colon High School offices (Mr. Everett Wilkes, Mediator), the current positions are as follows: Colon Education Association, Attached Schedule A; Colon Board of Education, Attached Schedule B.

Colon Schools employed 47 teachers who are all in the bargaining unit, as defined in Section II of Act 370. Public Acts of 1965; however during 1968-69, 32 out of the 47 teachers were members of the Association.

Status of Negotiations

Last Negotiations Session - - Sunday, August 3, 1969

Next Session - - None scheduled at time of filing

Differences in Positions

| | <u>Board</u> | <u>CEA</u> |
|--------------------------------|--|--|
| 1. Total cost of packages | \$380,107 | \$393,946 |
| 2. Number of steps on schedule | BA--8 BA + 15--10 | BA--10 BA + 15--11 |
| 3. Increments on schedule | \$201 | \$230 |
| 4. Top Salary on schedule | BA-\$8107 EA + 15-\$8777 MA-\$9447 | BA-8770 BA + 15-\$9300 MA-\$9830 |

SCHEDULE A
CEA PROPOSAL

| STEP | NON-DEGREE | | B. A. | | B.A. + 15 | | M. A. | |
|-------|------------|-------------|-------|-------------|-----------|-------------|-------|-------------|
| | # | SAL. COST | # | SAL. COST | # | SAL. COST | # | SAL. COST |
| 1 | | 6000 | | 6700 | | 7000 | | 7300 |
| 2 | 2 | 6100 12,200 | 6 | 6930 41,580 | 1 | 7230 7230 | | 7530 |
| +3... | 1 | 6200 6200 | 5 | 7160 35,800 | 2 | 7460 14,920 | | 7760 |
| 4. | | 6300 | | 7390 | 2 | 7690 15,380 | | 7990 |
| 5 | 1 | 6600 6600 | | 7620 | | 7920 | | 8220 |
| 6 | | | | 7850 | | 8150 | | 8450 |
| 7 | | | 1 | 8080 8080 | 1 | 8380 8380 | | 8680 |
| 8 | | | | 8310 | | 8610 | | 8910 |
| 9 | | | | 8540 | 1 | 8840 8840 | | 9140 |
| 10 | | | 1 | 8770 8770 | | 9070 | 1 | 9370 9370 |
| 11 | | | 2 | 17,540 | 1 | 9300 9300 | | 9600 |
| 12 | | | 6 | 52,620 | 7 | 65,100 | 6 | 9830 58,980 |
| Total | | 25,000 | | 164,390 | | 129,150 | | 68,350 |

Board has not offered to cost this out, or told us what they claim this package costs.

NON-DEGREE-----25,000
 B.A.-----164,390
 B.A. + 15-----129,150
 M.A.-----68,350

TOTAL SALARIES 386,890

Insurance----- 10,000
 10% increase(extra duty) 4,221

GRAND TOTAL 401,111

SCHEDULE B
BOARD PROPOSAL

| STEP | NON-DEGREE | | B.A. | | B.A. + 15 | | M.A. | | | | |
|-------|------------|------|--------|---|-----------|---------|------|------|---------|------|--------|
| | # | SAL. | COST | # | SAL. | COST | # | SAL. | COST | | |
| 1 | | 6030 | | | 6700 | | | 6968 | | 7236 | |
| 2 | 2 | 6231 | 12,462 | 6 | 6901 | 41,406 | 1 | 7169 | 7169 | 7437 | |
| 3 | 1 | 6432 | 6,432 | 5 | 7102 | 35,510 | 2 | 7370 | 14,740 | 7638 | |
| 4 | | 6633 | | | 7303 | | 2 | 7571 | 15,142 | 7839 | |
| 5 | 1 | 6834 | 6,834 | | 7504 | | | 7772 | | 8040 | |
| 6 | | | | | 7705 | | | 7973 | | 8241 | |
| 7 | | | | 1 | 7906 | 7906 | 1 | 8174 | 8174 | 8442 | |
| 8 | | | | | 8107 | | | 8375 | | 8643 | |
| 9 | | | | | | | 1 | 8576 | 8576 | 8844 | |
| 10 | | | | 1 | | 8107 | | 8777 | | 9045 | 9045 |
| 11 | | | | 2 | *8207 | 16,414 | 1 | | 8777 | 9246 | |
| 12 | | | | 6 | *8507 | 51,042 | 7 | | 61,439 | 9447 | 56,682 |
| Total | | | 25,278 | | | 160,385 | | | 124,017 | | 65,727 |

*GRANDFATHER Till 1972

| | |
|---------------------------|---------|
| NON-DEGREE----- | 25,278 |
| B.A.----- | 160,385 |
| B.A. + 15----- | 124,017 |
| M.A.----- | 65,727 |
| TOTAL SALARIES | 375,407 |
| Insurance----- | 4,700 |
| 10% increase (Extra duty) | 4,221 |

GRAND TOTAL

\$384,328

Board claims this proposal costa approx, \$389,000