

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**COLOMA COMMUNITY SCHOOLS**

**AND THE**

**NORTHERN BERRIEN COUNTY  
EDUCATION ASSOCIATION, MEA/NEA**

**2005-2008**

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This Agreement entered into this 7<sup>th</sup> day of November 2005, by and between the Board of Education of the Coloma Community Schools, hereinafter called the "Board", and the Northern Berrien County Education Association, MEA/NEA, hereinafter called the Association. R-05

### **PREAMBLE**

**WHEREAS**, the parties to this Agreement have a statutory obligation, pursuant to the Public Employment Relations Act of 1947, as amended, to bargain with respect to hours, wages, terms and conditions of employment for the members of the bargaining unit, and

**WHEREAS**, the Board has been delegated certain powers by the State of Michigan in its legislative enactments and its constitution as compiled in the Michigan School Code, and R-96

**WHEREAS**, the parties have reached certain understandings which they desire to conform in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

### **Article 1: Recognition**

#### **Bargaining Unit Defined:**

The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section II of Act 336, Public Acts of 1947, as amended, for all personnel in the appropriate bargaining unit, described and defined as:

All full-time and regular part-time teaching personnel and school social workers, excluding Superintendent, Assistant Superintendent, secondary and elementary directors, principals, assistant principals, Director of Transportation, Director of Custodians, Director of Special Education, Purchasing Agent, Coordinator of Student Affairs and other supervisors and administrators, substitute teachers and all other persons employed or to be employed by the Coloma Community School's Board of Education or any other employer.  
R-96

#### **Terms:**

The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

#### **NBCEA/Coloma Representatives:**

It is finally understood that this Agreement is between the Northern Berrien County Education Association (NBCEA) and the Coloma Community Schools. It is further understood that for the life of this Agreement, the administration of this Agreement for the Association is fully delegated to the local Coloma representatives of NBCEA. Said representatives shall be members of the Association who are also members of the bargaining unit and the names and positions of these local Association representatives shall be given to the Superintendent, in writing, upon ratification of this Agreement and this list shall be Updated as changes are made.

## **Article 2: Rights of the Board**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws 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;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition 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 for 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 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 such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

## **Article 3: Association Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities not prohibited by law for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under this Agreement.

- B. The Association and its representatives shall have the right to use school buildings and rooms for meetings of teachers employed by the Board when it does not conflict with other scheduled events, provided that when special custodial service is required, the Board may make an actual cost charge for said custodian.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with school operations and that such persons who are not teachers check-in with that building's office prior to transacting such business.
- D. The Board is not responsible for providing meeting space, equipment or materials to the Association or any other organization and it maintains its rights to direct the use of such space, equipment and materials. The Board will, however, give every consideration to a request by the Association for the use of space, equipment and materials. The use of such space, equipment and materials may be subject to a reasonable charge, at the discretion of the administration.
- E. The Association shall have the right to post bipartisan notices of its activities in matters of Association concern on teacher bulletin boards and locations not ordinarily accessible to students. It is understood that it is not permissible to post the names of non-union members. All Association material so posted will be identified, in writing, as Association material. It is recognized that providing a means of communication for members of the Association is not the responsibility of the Board. The Association will have the right to use the regular district mail service and teacher mailboxes for communication to teachers. The Association shall indemnify and save the Board harmless from any and all liability that may arise out of or by reason of actions taken by the Board to comply with this paragraph, provided that the District does not initiate any such legal action. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the MEA and NEA. The Association shall have the right to negotiate a settlement to any such action.
- F. A joint committee composed of Board representatives and local Association representatives 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. The parties shall endeavor to schedule such meetings within ten (10) working days of the request.
- G. The president of the Association shall be notified, and, if requested by the teacher, involved in all cases of proposed dismissal of teachers.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- I. Individual contracts entered into within the duration of this Agreement with those within the negotiating unit as defined in Article I shall be made expressly subject to the terms of this Agreement.
- J. All requests for information as stipulated in the Freedom of Information Act (FOIA) shall generally be forwarded to the bargaining unit member within five (5) days. The Association shall pay for the cost to respond to such request including the hourly wages for the lowest paid employee capable of retrieving the information and duplication costs. (R-02)

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

#### **Article 4: Deductions for Professional Dues**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below:
1. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
- B. Pursuant to *Chicago Teachers' Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. Until the judicial and/or administrative remedies set forth in that Policy or by law shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement. R-99
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article

relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Policy Regarding Objections to Political Ideological Expenditures" or any successor policy pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.
- E. Each calendar year, employees will execute an authorization for political action deductions. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. R-99
- F. It is understood and agreed by the parties that all bargaining unit members employed by the District prior to September 1, 1989 only, (and who were not Association members or service fee payers during the 1988-89 school year) had a one time opportunity to be considered exempt from the provisions of this Article. That opportunity was required to be exercised, if at all, within thirty (30) working days after the commencement of the 1990-91 school year. If any bargaining unit member who elected that exemption later revokes same for any reason, said employee(s) shall not be entitled to any further exemption from this section. Otherwise, the exemption initially elected shall remain in effect.

I, \_\_\_\_\_, wish to exercise the right as outlined under Section 4F of the Master Agreement to be considered exempt from Article 4 A-H of the Master Agreement.

I understand that if I revoke this by joining the Association as a member then this exemption becomes null and void.

- G. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or maintain Association membership or financially support the Association as a condition of employment. However, such employee shall be required, in lieu of periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code selected from the following list:

- 1. American Cancer Society  
1501 Niles Avenue, St. Joseph, MI 49085



2. Link Crisis Intervention Center  
2002 S. State Street, St. Joseph, MI 49085

- H. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provisions of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. Should the indemnification provisions set forth above be declared unenforceable or void by a court or agency of competent jurisdiction, the union security and payroll deduction provisions of this Article, as set forth above, shall immediately be considered inoperative and severed from this Agreement. The Association shall provide costs to the District in the amount of \$30.00 per year for administrative costs in making political dues deductions. R-99
- I. The Board agrees to deduct from the salaries of teachers, upon their written authorization, optional insurance benefits (optional MESSA benefits), Berrien Teachers Credit Union, United Fund, Voluntary political action contributions to MEA-PAC and the NEA Fund for Children and Public Education, and the jointly approved list of tax sheltered annuities or investments. At least ten (10) employees must be subscribers to continue deductions. Any plan named prior to the 1996 Agreement that has enrollees will be continued as long as members continue to participate in the identified plan, even if that number is fewer than 10. R-02
- J. Direct deposit of paychecks shall be made available to each teacher upon signed authorization to deposit their salary in the financial institution of his/her choice, subject to the rules and regulations of such institution. N-96.

#### **Article 5: Teacher Rights**

- A. The Board recognizes its responsibility to continue to give administrative backing to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The Board recognizes its responsibilities to give support and assistance to teachers with respect to maintenance of control and discipline in the classroom. R-96

The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. The Board shall provide each teacher with a copy of its discipline policy, which the parties agree to follow. It shall be the responsibility of the teacher to report to his/her 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. R-05

- B. A teacher may, at all times, use reasonable force to protect himself/herself, any district employee, or a student from immediate physical injury or in other instances as authorized by the school code. Any case of attempted or actual assault upon a teacher which had in its

inception in a school-centered problem shall be reported immediately to the teacher's immediate supervisor. In the event of such an assault, the teacher involved may request the assistance of the District. This request from the teacher shall be reduced to writing and be given to the Superintendent or his/her designated representative, who shall make a determination as to whether the incident necessitates assistance from the District and/or law enforcement authorities, and the extent thereof. Said teacher will be given written notification of the determination and/or status within five (5) working days.

In the event the teacher is charged with assaulting a student while on duty, the District shall, upon the request of the teacher, advise the teacher of his/her rights and possible recourse. Any assistance provided by the Board beyond this shall be provided to the extent covered by the Board's liability insurance. Time lost by a teacher in defense of his/her action in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher was found not to be at fault and was acting in accordance with Board policies and/or administrative directives.

- C. Any formal complaint regarding a specific teacher shall be promptly called to the attention of the teacher in an attempt to resolve said issue. The teacher shall promptly provide the administration with the full particulars of the alleged incident upon which the complaint is based. The teacher shall have the right to Association representation. In the event the complaint cannot be resolved at the oral level above, the complaint shall be placed in writing and provided to the teacher. In the event the teacher feels the complaint is incomplete or unjust, a rebuttal may be submitted in writing within thirty (30) days of receipt and attached to the complaint before it becomes record. R-96
- D. Each teacher shall have the right, upon request, to review the contents of one's own personnel file, whether maintained at the individual building or District Administration Building, except confidential material such as placement credentials and anecdotal notes maintained by an Administrator. This review shall only be conducted in the presence of an administrator or designee. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher shall have the right to file a response to material on file and said response shall become part of the personnel file. In the event a teacher disagrees with personnel file material, he/she may file a written rebuttal within thirty (30) days of receipt of such material. R-96
- E. The Board will reimburse teachers for any damage or destruction of clothes or personal items while on duty on the premises of the school district up to \$200.00 per incident. R-05
- F. The Board shall promulgate policy regarding the appropriate use of physical force by teachers. A copy of the same shall be given to each teacher. Said policy shall be consistent with the laws of the State of Michigan, but the question of legality shall not be subject to the grievance procedure. Changes in the policy regarding physical force shall be made only after consultation with the designated local representative(s) of the Association.
- G. The district shall provide books, periodicals, paper and supplies for each classroom. When teachers are responsible for ordering textbooks and supplies for the following school year, the administration shall provide the student enrollment projections necessary to make such requisition by Memorial Day. N-96

- H. The Board and the Association subscribe to a policy of progressive corrective discipline for non-probationary teachers. Discipline shall be issued only for just cause except for probationary teachers. Disciplinary actions directed toward a probationary teacher shall not be arbitrary or capricious. N-96
- I. Each teacher will know and implement school rules, such as the school dress code as written, in order to create consistent discipline throughout the district. R-96
- J. Teacher Representation
- Prior to any warning, reprimand, or disciplinary action, a teacher shall be so notified and shall be entitled, upon request, to have a representative of the Association present. When a request for such representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present, but scheduling of a meeting will not exceed 48 hours except by mutual agreement. If the board or administration requests a written statement from a teacher subsequent to any incident or complaint, the teacher shall be entitled to consult with the Association representative prior to issuing such statement provided this does not exceed 48 hours from the time of such request. N-96
- K. The parties recognize that constructive criticism from colleagues may contribute to the professional growth which is the objective of the evaluation process. If a teacher or other district employee conveys criticism or complaints regarding a colleague to an administrator, the District shall verify the basis for the criticism or complaint before including such material in a teacher's evaluation. This process shall include advising the teacher who is the subject of the criticism or complaint of the source of that material, investigating the accuracy of the information presented and enabling the subject teacher to respond. For a complaint to become part of a teacher's evaluation, such complaint must be made in a timely fashion. R-96
- L. Teaching Materials
- Prior to changing a textbook, selecting a new textbook, or upgrading a textbook, affected teachers will be notified and given opportunity to meet and consult with the Curriculum Coordinator or Superintendent regarding the proposed change in a textbook or selection of a new textbook. The aforementioned shall also apply to new teaching aids or materials not previously in existence, (excluding replacements) exceeding \$1,000 per item. R-96
- M. The teachers shall also have the right to make advisory recommendations to the Administration pertaining to system-wide needs for acquisition and replacement of teaching tools such as reference works, maps, globes, and other similar materials. It is understood that such recommendations will not be made by the teachers unless a prior requisition for such material has been submitted to the respective building Principals. R-96
- N. Teachers will be notified of FOIA requests for their personnel file prior to the release of the information. This, however, shall not preclude compliance with statutory time lines. R-02

**Article 6: Duties - Teaching Hours - Class Loads**

- A. An administrative review board composed of the Superintendent and a designated representative, and the two designated local representatives of the Association, shall be convened at the request of a teacher or principal and shall make requests to the Board of Education with regard to teacher-pupil ratio. The Board of Education and the administration shall arrive at a teacher-pupil ratio as finances, classrooms and teachers become available. The District shall maintain as its goal the maximum ratio of twenty-eight (28) students to one (1) teacher per classroom. The term "classroom" as used herein is defined as an average for grades 6-12 and by individual grade level (district-wide) in grades K-5, specifically excluding music and physical education. R-05
- B. The certified staff work day is listed below:

<u>Building</u>	<u>Teacher Time</u>	<u>Contact Time</u>
Coloma Elem.	8:15 am - 3:47 pm	8:30 am - 3:32 pm (6 hrs. 22 min.)
Washington Elem.	8:10 am - 3:52 pm	8:25 am - 3:37 pm (6 hrs. 22 min.)
Coloma Middle School	8:15 am - 3:37 pm	8:30 am - 3:22 pm (6 hrs. 22 min.)
Coloma Jr. High	7:15 am - 2:39 pm	7:30 am - 2:24 pm (6 hrs. 24 min.)
Coloma High School	7:15 am - 2:39 pm	7:30 am - 2:24 pm (6 hrs. 24 min.)

\*\* Note: It is expected that the times noted on chart are sufficient to meet the state's requirement and if not, would be adjusted accordingly with discussion between the parties.

Unless assigned to other duties during these periods, said teachers shall be required to be in, or immediately outside of, their rooms. A teacher shall make special arrangements with the school principal to leave earlier or arrive later than the time set forth in this section. This section shall not serve to shorten the teacher's normal work day on days of special student schedules or faculty meetings. R-96

Before and after school hours, and during non-teacher periods, a teacher has the right to be absent from his/her classroom area to take care of such normal teaching functions as duplicating tests, making telephone calls, checking mailboxes and/or checking out media. If not performing these tasks, each teacher, as a part of his/her duties, will be responsible for his/her classroom and the halls in the immediate vicinity of the classroom. A teacher will not leave his/her classroom unsupervised if children are present therein except in cases of emergency or by administrative directive.

C.1. Secondary Grades (6-12)

If a teacher is regularly assigned to teach more than his/her normal teaching load, he/she shall be compensated an additional 1/6th of his/her base salary. If a teacher substitute teaches during his/her planning period, he/she shall be compensated \$24.00 per class period for the 2005-2006 school year, \$24.00 for 2006-2007 school year and \$25.00 for 2007-2008. R-05

Definition of teacher load is as follows:

6 period day - teachers are assigned 5 classes and one conference period.

7 period day - teachers are assigned 6 classes and one conference period.

Block Schedule - the normal teaching load for regular classroom teachers will not exceed fifteen (15) teaching periods, five (5) seminar periods and five (5) planning/preparation periods per week. A study hall shall be considered a class.

C.2. Elementary Grades (K-5)

Classroom teachers in the elementary grades shall have scheduled at least two hundred sixty (260) minutes per week of non-instructional time as scheduled by the Principal during the instructional day. This time shall exclude recess period, lunch period, and the time before and after normal student contact hours. If a teacher substitute teaches during his/her planning period, he/she shall be compensated \$24.00 per class period for the 2005-2006 school year, \$24.00 for 2006-2007 school year and \$25.00 for 2007-2008. R-05

C.3. The normal teacher work day shall not exceed seven (7) hours and forty-two (42) minutes per day including lunch and recess breaks. R-02

C.4. The faculty and administration will cooperate in covering the classes of absent teachers where the District is unable to secure the services of a per diem substitute. Teachers interested in voluntarily performing substitute service during their planning period shall notify their building Principal at the beginning of the year. Where feasible, such substitutions will be allocated on a rotational basis among those teachers having a common planning period. If there is an insufficient number of volunteers in a given building, the administration shall assign needed coverage on a rotational basis in inverse order of seniority among the teachers in a particular building having a common planning period.

It is understood that such involuntary assignment will be made in emergency circumstances (e.g. teacher illness during school day) or where a substitute cannot be procured after reasonable effort. R-02

C.5. Where classes are combined due to the absence of the regularly assigned classroom teacher, the bargaining unit member with the increased teaching load shall receive the substitute rate of pay in addition to his/her normal salary. A pro rata reduction will be made in the substitute rate if the increased load is for less than a full work day. This section does not apply to situations where Title I or special education teachers are assigned to the regular education classroom. R-02.

D. Building policy concerning teacher responsibilities and duties should be issued by the Board or its designated agents to teachers new to the system or building.

E.1. 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 two days in advance when possible and will not be required to attend more than one (1) meeting per week that extends beyond one half (1/2) hour.

- E.2. Teachers may be required to attend up to four (4) hours of meetings at the request of the administration for the purpose of curriculum study during the year in which their curriculum area is under review. Participation may include, but not be limited to, writing curriculum and review and approval of curriculum. If a teacher is involved in multiple curriculum areas, it shall not be expected that the teacher will participate in more than one curriculum area. N-96.
- F. A general lesson plan for the week will be filed with the building principal or designee at the beginning of the day on Mondays. Teachers shall be informed by the building principal as soon as practicable of the schedule of events involving the student body, i.e. pep assemblies, MEAP testing, and other activities which change the routine scheduling. If a teacher is absent a detailed lesson plan will be provided the substitute, (emailed or faxed) to the building secretary. R-05.
- G. In cases of emergency, any teacher who cannot make the scheduled starting time will notify the building principal.
- H. All teachers will be entitled to duty-free lunch periods for at least 30 minutes as scheduled in each building. Teachers may accept or volunteer for noon supervision on a paid basis. K-12, \$1550.00 for the 2005-2006 school year, \$1600.00 for 2006-2007 and \$1650.00 for 2007-2008. R-05
- I. Teachers who volunteer for student teachers shall be of tenure status, not subject to a plan of assistance, and hold a minimum of a provisional certificate. No student teacher shall be assigned to more than two supervising teachers. R-99
- J.1. Assignments for courses in Driver Education will be made by the Board on the basis of preference to teachers possessing proper qualifications regularly employed in the district during the normal school year. Teachers shall be compensated at the rate of \$26.00 per hour for the 2005-2006 school year, \$26.00 per hour in 2006-2007 and \$27.00 per hour in 2007-2008. It is expressly understood that teachers assigned to the above positions shall not acquire tenure-type status in these positions. R-05
- J.2. Assignments for courses in Summer School programs will be made by the Board on the basis of preference to teachers possessing proper qualifications regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any Summer School program. Teachers shall be compensated at the rate of \$24.00 per hour for the 2005-2006 school year, \$24.00 per hour in 2006-2007 and \$25.00 per hour in 2007-2008. It is expressly understood that teachers assigned to the above positions shall not acquire tenure-type status in these positions. R-05
- J.3. Assignments for home school or tutoring suspended students will be made by the Board based upon professional qualifications. Teachers shall be compensated at the rate of \$25.00 per hour for the 2005-2006 school year, \$26.00 per hour for the 2006-2007 school year and \$27.00 per hour for the 2007-2008 school year for outside school day. N-05
- K. The Board shall make reasonable effort to provide, in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use. At least one room appropriately furnished shall be reserved for use as a faculty room. Provisions for such facilities will be made in all future buildings as finances permit. R-96

- L. Assignments (such as sponsorship, coaching activities, and other extra-curricular activities) which are in addition to the normal teaching schedule during the regular school year, shall be voluntary on the part of the teachers involved.
- M. Where departmentalization is in effect, no teacher shall have more than three (3) preparations per day in the academic subjects, subject to such additional preparation for which the teacher agrees. It is understood that such additional preparations shall be distributed in an equitable manner. Each modified, accelerated and enriched class requiring different preparation shall be considered a single preparation. In case of staff reduction, this section may be reopened for adjustment.
- N. The teacher's non-teaching period is a part of every teacher's working day exclusive of lunch period. This time is to be used for parent-teacher conferences, student-conferences, instructional planning and preparation and non-classroom supervision as determined by staff and principal of each building.
- O. Teachers new to the system will report two days prior to the beginning of instructional duties for district and building orientation. Probationary teachers shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching. If professional development is provided by the ISD, the District will assume the cost. Probationary teachers who fail to complete the requisite 15 days may be subject to nonrenewal. R-05
- P. The parties acknowledge that the teaching professional is uniquely qualified to contribute to the improvement of the educational programs of the District through teacher participation in the school improvement process. Teacher participation outside of regular working hours is voluntary. If a teacher participates in this process outside of regular working hours, this shall be a proper subject of evaluation for the purpose of reinforcing the teacher's commitment to the objectives of school improvement. Nothing in this paragraph shall preclude evaluation of teachers when performing school improvement activities during regular working hours.
- Q. It is recognized that the administration has the right to appoint Department Chairpersons at the secondary level on an annual basis. The administration shall endeavor to rotate this responsibility among the members of a Department whom the administration determines are qualified for the assignment. Teachers within a department shall have the right to reject appointment as Department Chairperson. In the event that there are no qualified persons, as determined by the administration, willing to accept the appointment, the members of the Department shall nominate a qualified candidate to the administration. The administration shall make the final decision respecting the appointment.
- R. **Mentor Teachers R-96**
1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.
  2. Probationary teachers in his/her first three (3) years in teaching shall be assigned a mentor teacher by the administration. The administration shall notify the Association when an appointment is made.

3. If a mentor teacher is from the bargaining unit:
  - a. The mentor teacher shall be a tenured member.
  - b. Participation as a mentor teacher shall be voluntary.
  - c. The mentor assignment shall be for one (1) school year subject to review of the mentor teacher and mentor after four (4) months. The appointment may be renewed in succeeding years.
  - d. The mentor shall receive \$150.00 for the first year of probation, \$100.00 for the second year of probation and \$50.00 for the third year of probation subject to published guidelines. R-05
4. The employer shall reimburse mentor teachers reasonable expenses for training.
- S. Should the Board consider changing the instructional day such as block scheduling, the Board shall notify the Association of its intent and include the Association in the planning process. N-96
- T. Teachers shall not be primarily responsible for catheterization, diapering, suctioning, or the administration of medication to students, provided however the teacher shall receive training and perform such duties in emergency situations. N-96.
- U. Within each building, efforts shall be made to equally distribute special education students within a grade level or class sections. On a building-wide basis, teachers and the administrator shall meet to discuss means to effectively serve special education students. N-96
- V. The prospective classroom teacher may be invited to IEPC meetings and may attend whenever the teacher's schedule permits at no additional pay. N-96.

#### **Article 7: 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. The public address system shall not be used to monitor teachers. Performances outside the regularly scheduled classroom hours may be observed with advance notice, and these performances may be an element of the overall evaluation. R-96
- B. During the pre-school orientation, teachers will be informed of the evaluation procedure and provided with a copy of the evaluation instrument to be utilized during that year. Subject to the provisions of paragraph A of this Article, the evaluation instrument shall be the criteria upon which the evaluator shall base his/her observations and evaluations. Each teacher's evaluation/observation shall be conducted by the building principal, other administrator



responsible for the teaching area, or other Coloma administrator designated by the Superintendent. If a teacher has been placed on a plan of assistance, the Superintendent may designate an external evaluator having appropriate certification and qualifications.

1. Evaluators shall observe the lesson for a minimum of twenty (20) minutes in a formal evaluation. N-05
  2. After any teacher observation, which will become part of the teacher's evaluation, has been conducted, the evaluator shall provide a written copy of the observation within five (5) work days to the teacher. No meeting is required.
  3. A copy of the written evaluation shall be given to the teacher at least two (2) work days prior to the evaluation conference scheduled by the administrator.
  4. At the evaluation conference, the teacher shall sign the evaluation and a copy will be furnished to the teacher. Said signature shall only indicate receipt of the evaluation.
  5. In the event the teacher feels his/her evaluation/observation was incomplete or unjust, he/she shall put his/her objections in writing and have them attached to the evaluation/observation report to be placed in his/her personnel file. This rebuttal shall be filed within ten (10) days from the date of the evaluation conference or receipt of the observation report. The rebuttal shall be attached to the evaluation. R-96
  6. A copy of the evaluation instrument shall be included in the appendix of the contract. N-96
- C. Tenured teachers shall be formally evaluated at least once every three (3) years. Probationary teachers shall be formally evaluated at least once each semester. Formal observations for evaluation purposes of probationary teachers are to be conducted at least sixty (60) days apart, and shall not occur during the first or last weeks of the school year, or on a day immediately before or following a school vacation or leave exceeding five (5) consecutive days or any bereavement leave. In the event a probationary teacher is not continued in employment, the Board or its designated representative will advise the teacher of the reasons therefore in writing. In a year in which a teacher is formally evaluated, the teacher shall receive the written evaluation no later than April 30. This shall not preclude subsequent additional observations/evaluations in the same school year. Alleged or perceived deficiencies in performance must be addressed with the teacher during the school year in which the problem occurs if known by the administrator. If not addressed in that school year, the performance evaluation cannot reflect a negative rating. R-99
- D. The administration shall provide, in writing, recommendations to make necessary improvements, a reasonable time to implement said positive suggestions, and further observations to evaluate the improvement of suggestions to a tenured teacher whose performance has been evaluated unsatisfactory. R-99
- E. The current form used for formal evaluations may only be changed with the consent of the local Coloma representative of the Association.

## **Article 8: Reduction in Personnel**

- A. Before the Board makes an involuntary reduction in hours or in personnel, it shall first inform the Association that such a reduction is planned. Layoff notices shall be made in writing to the affected teacher. The Board shall, except in cases of unforeseen circumstances, give teachers prior notice of their layoff at least thirty (30) calendar days. Examples of unforeseen circumstances include unexpected changes in enrollments, facilities or funding. R-99
  
- B. The term "seniority", as used herein, shall be defined as the number of consecutively contracted years of experience in the Coloma School system. It is understood that a Board granted leave of absence does not constitute a break in the "consecutive" contracted years of experience. It is also understood that a part-time teacher's seniority shall be based on the same criteria as a full-time teacher. Administrative experience will be considered the same as teaching experience for the purpose of determining seniority (one year for one year) for administrators employed by the district on or before September 1, 2002 and who are later transferred to a teaching position. Administrators hired after September 1, 2002, and who have not previously worked at Coloma Community Schools as a teacher shall not accrue bargaining unit seniority. R-02.
  
- C. In the event bargaining unit members with seniority must be laid off, layoff will be based on the following criteria in the order indicated:
  - 1. Certification
  - 2. Qualification
  - 3. Seniority as a tenure teacher
  - 4. Seniority as a probationary teacher

### ***Qualifications will be defined as follows:***

- 1. In order to be qualified for grades K-5, a teacher must have certification for that level. R-05
  
- 2. In order to be qualified for grades 6-8, a teacher must have certification for that level and a major in the specified subject to be taught; or meet alternative standards as determined by State or Federal laws or rules and regulations. R-05
  
- 3. In order to be qualified for grades 9-12, a teacher must have certification for that level and a major in the specified subject to be taught; or meet alternative standards as determined by State or Federal laws or rules and regulations. R-05
  
- 4. All teachers must meet the "highly qualified" standards of the No Child Left Behind Act and its regulations by June 30, 2006. Teachers not meeting such standards may be laid off and shall not be eligible to bump another teacher. N-05
  
- 5. In special subject areas such as vocal music, instrumental music, art, special education or any program with specified requirements, a teacher, to be qualified, must meet the specified certification requirements for that program and any specific instructional requirements of the program.

6. Certification is defined as the teacher's Michigan Department of Education Certification. The teacher shall provide written notice to the school district and the Association of any change to his/her certificates, endorsements or approvals after the original filing of same with the school district. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the school district and the Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate. R-02
- D. The teacher whose position has been eliminated through reductions, may "bump" the least senior teacher whose position the more senior teacher is certified and qualified to assume. It is understood that the "bumping" teacher can only "bump" into one slot, not parts of other teachers' slots. The teacher so "bumped" may then use his/her seniority to "bump" as described above, and this procedure shall continue until the layoff is effectuated. R-02
- E. In addition to the definition set forth in paragraph B of this Article, the criteria for the formation of the seniority list are as follows:
1. Seniority begins the date of the first contract date signed as a certified employee of Coloma Schools.
  2. There will be no distinction between a part-time and full-time employee.
  3. When there was or is only a month date available as to when a teacher started at Coloma, the seniority date will become the first contracted day of that month. Example: contract signed September 1975, on the seniority list it would appear as September 6, 1975.
  4. For teacher contract purposes, 183 days will be equal to one year.
  5. A teacher shall not accumulate seniority during periods of Board approved unpaid leaves and layoffs. During these periods, the teacher's seniority shall remain frozen at that amount accumulated prior to the leave or layoff. This shall not constitute a break in service; however, the teacher shall have his/her years of service adjusted accordingly.
  6. In the event the seniority is equal for any number of teachers on the reduction list, the following point system shall be used to determine the order of listing:
    - a. One point per year of teaching experience.
    - b. One point per year of teaching experience in the Coloma Community Schools.
    - c. Three points for a masters' degree.
    - d. Certification held: two points for a permanent or continuing certificate; one point for a provisional certificate.

Among properly certified teachers whose contract dates and points are identical, the teacher whose subject matter training is most applicable to the vacant position, as determined by the Board, will be retained.

- F. A seniority list shall be prepared by the Board by November 30<sup>th</sup> of each school year. The list shall show the employee's seniority, certification and major and minor areas of study. A copy of this seniority list shall be transmitted to the Association and to each individual teacher. Any errors in the seniority list shall be brought to the attention of the District within twenty (20) school days after it has been distributed. Thereafter, the list shall be final for that school year. R-02
- G. Teachers will not be entitled to any compensation or fringe benefits while on layoff, except those teachers who complete a full year shall have their insurance premium contributions made by the Board continued through August of that year. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments towards health insurance.
- H. The Board agrees when recalling teachers from layoff, to do so in the inverse order of their layoff provided the teachers are certified and qualified for the position being filed. A tenured teacher's right to recall shall terminate after three (3) years. R-96

Probationary teachers, after completion of their third year of probation, shall have right of recall for one school year following layoff. First and second year probationary teachers, laid off, shall not be placed in a vacancy while third year probationary teachers are on layoff.

N-02

Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected in the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board of intent to return on the date specified in the notice or within ten (10) calendar days of delivery of said notice, whichever is later, or within five (5) calendar days that said notice is determined nondeliverable, said employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. In the event the recall notice is determined nondeliverable, the District shall so notify the Association.

A laid off teacher employed under contract by another Michigan K-12 district may refuse recall; however, if the teacher is offered a position for the following school year the teacher's refusal of the offer shall constitute the teacher's resignation and employment shall automatically terminate.

To remain eligible for recall, a laid off teacher shall notify the school district of such intention by registered letter postmarked not later than April 1 annually. Failure to comply with this requirement shall result in forfeiture of further employment rights in the school district.

### **Article 9: Vacancies**

- A. A teacher may apply for any position at any time. Such application shall 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 shall be renewed annually.
- B. A vacancy in a bargaining unit position (including extracurricular assignments) shall be defined as a bargaining unit position which is presently unfilled, an extra section of a class, a bargaining unit position which is currently filled but which will be open in the near future, or a new bargaining unit position that is currently not in existence. Vacancies in administrative positions shall also be posted, but shall not be subject to other requirements of this Article. R-99
- C. In filling a vacancy within the bargaining unit, 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.
- D. All vacancies, having been signed by designees of the District and the Association shall be posted for a minimum period of five (5) working days, exclusive of vacation days. During the summer, "working days" shall be defined as days on which the central administrative office is open. Postings shall contain the following information: R-99
1. Type of assignment (grade level/subject)
  2. Location of assignment.
  3. Position requirements.
- Postings for extracurricular positions shall also contain the starting and concluding dates of the assignment.
- E. Any teacher may apply for a vacant position by writing to the Superintendent within the posting period, as defined above. Notice that a vacancy is closed and the employer is no longer accepting applicants shall be posted in all buildings. R-99
- F. If first and second vacancy is filled by an internal applicant, following posting of the position, the Board may fill the third vacancy at its discretion with an internal candidate. N-96
- G. All teacher applicants within the bargaining unit shall be personally notified in writing of the Board's disposition within five (5) working days regarding the filling of the vacancy for which they applied.

### **Article 10: Transfers**

- A. Since the frequent transfer of teachers from one school to another may be disruptive to the educational process and may interfere 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 shall be in writing, addressed to the Superintendent. The teacher requesting the transfer shall send a copy of the request to the Association President. 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 shall be renewed annually to be given continued consideration.
- C. The parties recognize that changes in grade assignments in the elementary schools (K-5), changes in subject assignments in grades 6-12, 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 notification and 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 interests of the school system and the pupils as determined by the Board. Teachers who have not received five (5) working days prior notification of transfer will receive two (2) working days without teaching responsibility to prepare for the new teaching assignment. Teachers will be given at least three (3) working days advanced notification of changes in room assignments except in case of emergency.  
R-99

- D.
  - 1. For Administrators hired before September 1, 2002, any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to a supervisory or executive position. Any teacher transferred to an administrative position shall be given credit on the salary schedule for the time so served upon return to a classroom teaching position. Time served as an administrator will count toward seniority experience within this unit.
  - 2. Any teacher who shall be transferred to a supervisory or administrative position after September 1, 2002, and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to a supervisory or administrative position for the first three years following the promotion. Any teacher transferred to an administrative position shall be given credit on the salary schedule and seniority experience for the time so served upon return to a classroom teaching position during those three years. If the administrator does not return to the bargaining unit within those three (3) years, the administrator shall have no continuing seniority or salary experience right, but shall retain rights as set forth under the Tenure Act. R-02
- E. On or before Memorial Day, teachers will be given written notification of their tentative assignment(s) for the following year. Tentative assignment(s) shall include grade level and/or subject area assignment(s) and specific courses to be taught. Teachers shall be notified of any changes in assignments after Memorial Day directly by phone or by certified mail. R-02

## **Article 11: Paid Leave**

- A. Teachers shall be entitled to twelve (12) paid leave days per year, two (2) of which may be used for personal business and for which a reason need not be given. Personal business days are non-cumulative, however, the other days may be accumulated from year to year to a maximum of one hundred eighty (180) days. Teachers hired on or after July 1, 1992, shall be allowed maximum accumulation of one hundred fifty (150) days. Teachers on staff prior to July 1, 1992, who had accumulated more than 180 days shall be entitled to retain that accumulation. R-02
  
- B. Personal business days may not be used immediately before and after a vacation period, school recess or holiday. Sheets are to be filled out, stating "Personal Business." They will be deducted from paid leave days.
  - 1. It is agreed that the amount of seventy (\$70) dollars or substitute pay, whichever is greater, per day will be paid to each teacher for each unused business day provided under this Article. The same being due and payable at the next regularly scheduled pay period after the end of the school year. R-05
  - 2. A notification for personal business day(s) will be submitted in writing to the building principal at least one week prior to the intended date(s) of absence whenever possible. Emergency leave will be granted as soon as the nature of the emergency has been explained to the building principal and appropriate arrangements can be made.
  - 3. 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. It is expressly understood that business days shall not be used for hunting, fishing, shopping or other such recreational activities.
  - 4. Personal business days may also be used for religious observances which are obligatory for a bargaining unit member due to written denominational law. Any additional days required for the foregoing purpose shall be taken as unpaid leave days. R-02
  
- C. The Superintendent may require a teacher to submit to a physical and/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.
  
- D.1. 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.
  
- D.2. The Superintendent may request a teacher to provide a physician statement of specific reason for said absence (example: bronchitis, not illness) after the seventh (7th) day of sick leave in a school year or if abuse is suspected. Said reason shall be forwarded to the Superintendent. 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 or termination of contract. Medical statements will be retained only in a separate confidential file in the central office. These

statements will not be subject to FOIA. This provision shall have prospective effect for all employees. R-02

- E. 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 to work. If they do not report by sixty (60) minutes before their required reporting time, 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.
- F. The administration must arrange for a substitute for all absent teachers and will call on other teachers to "fill in" only if the sixty (60) minutes advance notice has not been given, if a substitute cannot be obtained, or if a teacher has to leave during a working day. Allocation of these responsibilities will be as set forth in Article 6(c) of this Agreement.
- G. Sick leave may be used for members of the immediate family up to six (6) days provided that the illness is serious enough to require medical attention. Additional sick leave may be granted at the discretion of the Superintendent or his/her designated agent. The days will be deducted from accumulated sick leave.
- H. If it is necessary for a teacher to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the teacher shall receive the difference between his/her net salary and the amount received as Workers' Compensation benefits up to the employee's accumulated sick leave. The salary differential shall be figured on a percentage basis and the same percentage shall be deducted from the teacher's accumulated sick leave. (For example: if Workers' Compensation pays 60% of the net pay amount, sick leave will pay only 40% and the teacher's sick leave accumulation shall be charged .4 of a day for each day used.)
- I. The District shall not be required to allow proportional use of sick days where a teacher is receiving workers' compensation benefits in the event that the District's Workers' Compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354. In that event the teacher shall receive only the Workers' Compensation benefits for which he/she is eligible.

**J. Bereavement Leave**

Five (5) days of bereavement leave may be used for funerals of the following members of a teacher's "immediate family" - - spouse, child (including step-children), parent, or other persons for whom the bargaining unit member is legally responsible. Up to three (3) days of bereavement leave may be used for funerals of the teacher's "immediate family" defined as follows: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew. R-96



**K. Association Business Days**

The Association will be granted a total of twelve (12) business days for Association business during the school year. The Association will reimburse the Coloma Community Schools for any incurred substitute costs and the employee's retirement. R-96

**L. Jury Duty**

Any teacher who is called to sit on a jury and who is not excused from serving on said jury shall not suffer loss of his/her salary for such time for serving the court. All compensation (less mileage and other court related expenses) received for serving on a jury shall be rendered to the District immediately upon its receipt. Any teacher called to jury duty shall make every effort to be excused from such duty during the school year. The District will support the teacher in his/her attempt to be so excused.

**M. Subpoenaed Days**

Any teacher subpoenaed to testify during school hours in any judicial matter because of the teacher's role as an employee of the Coloma School District or other matters subject to superintendent or designee prior approval shall not suffer any loss of his/her regular salary for such time. It is expressly understood that this provision does not include matters between the teacher and/or the Association and/or the School District. R-02.

**N. Professional Development Days**

The Board and the association recognize the need to update and enhance the professional competencies of all professionals within the work environment. The Board in that endeavor shall allocate \$1,500.00 in each of five (5) attendance centers per year to the professional development fund provided such funds are available. R-96

**Article 12: Unpaid Leaves of Absence**

**A. District Leave**

A leave of absence up to one (1) year may be granted to any teacher, upon application, for the purpose of participation in activities deemed beneficial to the school system. R-96.

**B. Illness and Disability Leave**

A teacher shall be granted, upon his/her written application, an unpaid leave of absence to recover from an illness or disability for a period up to the balance of that school year. Thereafter, said leave may be extended at the Board's discretion. A teacher desiring an extension shall so apply at least sixty (60) days prior to the beginning of the next school year.

**C. Child Care Leave**

The Board, at its discretion, may grant a leave of absence to any teacher for the purpose of child care (including adoption) upon the request of the teacher. Such leaves shall not exceed one (1) year unless extended by the Board, and then only if requested by the teacher.

**D. General Conditions for Unpaid Leaves.**

1. Upon return from leave, a teacher shall be restored to his/her same position on the salary schedule as when he/she left and shall be entitled to other benefits accrued prior to said leave.
2. Teachers who are on an unpaid leave of absence must give written notification to the Board or its representative by April 1 that school year as to whether or not they will be returning on the first day of school for teachers in the fall of the next school year. If a teacher is granted a leave of absence with an expiration date other than at the conclusion of an academic year, he/she shall give written notification of intent to return to the Board or its representative at least thirty (30) days prior to the scheduled date of return.
3. In the event a teacher fails to return to work upon expiration of such leave, the teacher shall be terminated and forfeit any further rights the teacher may have under this Agreement, his/her individual contract, or otherwise to employment with the District.

If a teacher fails to provide the written Notice of Return as specified in D (2), the District shall not be obligated to return the teacher from leave at the originally anticipated time and the teacher shall be considered on recall status.

4. Premature termination of the leave or re-employment with the District during the term of the leave shall be at the discretion of the Board.
5. Upon return from said leave not exceeding one (1) year duration, the teacher shall be reinstated to the same teaching position, provided that: (a) said position remains in existence; (b) the returning teacher is not laid off under the terms of this Agreement; (c) the teacher remains eligible for the assignment. It is recognized that compliance with this provision may necessitate the transfer of other bargaining unit members under the terms of this Agreement.
6. Leaves of absence to commence at the beginning of a school year shall be submitted by the preceding July 1, except in cases of emergency where the requirement may be waived by the Superintendent. Other leaves shall be requested at least forty-five (45) days in advance, except in cases of emergency where the requirement may be waived by the Superintendent.
7. All unpaid leaves are without compensation and benefits under this Agreement.

**E. Family and Medical Leave Act N-96**

1. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- (a) Birth, adoption, or foster care placement of an employee's child;
  - (b) Serious health condition of an employee's spouse, child or parent;
  - (c) The employee's own serious health condition.
2. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations. R-05
  3. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand. N-96
  4. The employee shall have the option of first using accrued paid leave as provided in Section B of this article. The remainder of any leave time will be unpaid.
  5. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
  6. Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District's selection at District expense.
- F. Except for FMLA leaves, all other unpaid leaves are without compensation and benefits under this Agreement.
- G. Days referred to in this Article are calendar days.

### **Article 13: Miscellaneous Provisions**

- A. Copies of this Agreement shall be printed at equal expense of the Board and the Association and presented to all contracted teachers now employed or hereafter employed by the Board. The Association shall have twenty-five (25) extra copies for its own use.
- B. The Board wherever feasible will consult with local Association representatives regarding the development of Inservice programs or workshops.
- C. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, or 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/her 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), against the Coloma School District.

- D. If any specific provisions of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provisions or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.
- E. The parties acknowledge that the policy of least restrictive environment is legally mandated. To the extent that the District engages in formal planning for implementation of LRE, the Association shall be notified and represented during such planning.

#### **Article 14: 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 the event the parties determine that there exists a mutual concern regarding the administration of this contract, the parties will confer regarding said matter. Such conferences may be initiated by the moving party by making a written request to the other party.

#### **Article 15: Grievance Procedure**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher;
2. Any matter involving the content of a teacher evaluation;
3. Any matter for which there is administrative recourse under State or Federal statutes. Questions of jurisdiction under administrative recourse will be decided as threshold issues at arbitration. R-96

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

- B. The Association shall have the right to designate representatives to handle grievances. The Association Representative is the designated spokesperson for the Association assigned to a given building. The Association shall give the administration a written list of designated Association Representatives. An Association officer may act in the place of a building Association Representative provided notice of such substitution is given to the building administrator in advance of the initial grievance processing. R-02
- C. The term "days" as used herein shall mean days in which school is in session, except during the summer break when "days" shall mean when the District's administrative office is open.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation; and
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements, may be rejected as improper. Questions of such rejection may be a threshold issue before an arbitrator.

E. Level One: A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) additional days to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. Within ten (10) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated association representative at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association grievance chairperson.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent to the secretary of the Board of Education not less than twenty-one (21) days prior to the next regularly scheduled Board meeting.

By mutual agreement of the Superintendent and Association, a grievance originally filed at Level One may receive expedited processing to Level Two. R-99

Level Three: Upon proper application as specified in Level Two, the Board may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Within one (1) month from the meeting mentioned in the above paragraph, the Board shall render its decision in writing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four: Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty-one (21) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the

appointment of an arbitrator to hear the grievance. A copy of said demand shall be given to the Superintendent. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.

2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to establish salary scales or to create any salary level.
  - c. He/she shall have no power to decide any question which, under this Agreement, is decided as a management right, except as they may be specifically conditioned by this Agreement.
  - d. He/she shall have no power to interpret state or federal law.
  - e. He/she shall not hear any grievance previously barred by this contract from the scope of the Grievance Procedure.
  - f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the arbitrator shall have authority to hear both the jurisdictional issues and the merits of a dispute in the same proceeding. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be viewed as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly in excess of such authority.
  - g. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - h. Arbitration awards will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
  - i. The arbitrator shall have no authority to review extracurricular assignment, appointments or reappointment. R-99

- F. Should a teacher fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred, provided that if the claim involves a remedy directly benefiting the grievant regardless of his/her employment it shall not be barred by reason that the teacher has left the employ of the Board.
- G. The Association shall have no right to initiate the grievance involving the right to a single teacher without his/her express approval in writing thereon. If the Association initiates a grievance involving a group of teachers, a single teacher shall not be included in said group if he/she requests to be excluded therefrom in writing.
- H. The fees and expenses of the arbitrator shall be borne by the party determined to be the loser by the arbitrator. The costs of witnesses and other matters shall be solely borne by the parties to those costs.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits and steps 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. Neither party shall be permitted to assert in arbitration any grounds, defenses or proofs not previously disclosed to the other party at least ten (10) days prior to the arbitration proceeding.
- M. The Superintendent agrees to meet informally with the representatives of the Association upon written request of the Association or the Superintendent for the purpose of discussing problems of mutual concern. These informal discussions shall involve mutual exchange of suggestions and ideas but shall in no sense be considered bargaining. The sole purpose of these conferences is to provide communication between the Superintendent and the Association to gain better insights and better understandings between the parties, and to promote closer cooperation in all relationships concerning this Agreement. A letter of understanding may be the outcome of these meetings. N-96

### Article 16: Salary Schedule

Experience	Step	BA	BA+18	MA	MA+20
		102.50%		102.50%	
1	1	33,018	33,630	35,463	37,300
2	2	34,239	34,852	36,687	38,520
3	3	35,465	36,381	38,215	40,048
4	4	36,992	37,910	39,743	41,577
5	5	38,520	39,438	41,274	43,105
6	6	40,050	40,966	42,801	44,683
7	6	40,050	40,966	42,801	44,683
8	6	40,050	40,966	42,801	44,683
9	7	41,578	42,495	44,329	46,163
10	8	43,105	44,025	45,860	47,691
11	9	44,941	45,861	47,691	49,527
12	10	46,777	47,692	49,527	51,362
13	11	48,612	49,528	51,362	53,195
14	12	51,189	52,119	53,195	55,029
15+	13			56,152	58,011

2005-2006     Increase 2.5% over 2004-2005 salary.

2006-2007 - - Wage & insurance reopener.

2007-2008 - - Wage & insurance reopener

R-05

**A. Pay Dates**

At the beginning of the school year each bargaining unit member shall make a written election to receive his/her annual contractual salary in either twenty-six (26) equal payments or in twenty-one (21) equal payments, payable bi-weekly. Provided that a written notification is received by the administration not later than April 15, a teacher on a twenty-six (26) pay schedule may elect to receive a lump sum payment for the summer contractual



balance, said amount to be paid not later than fourteen calendar days after the last teacher work day. Salary payments shall be reduced for unpaid time. R-02

**B. Previous Experience**

Previous teaching and related experience: A bargaining unit member, upon being initially employed by the District on or after July 1, 1989, shall be placed on the salary schedule on the basis of one (1) year of credit for each year of teaching experience in an accredited public or private school or related professional experience. This shall be subject to a maximum of five (5) years of credit. The District shall have the discretion to grant up to three (3) additional years of credit for outside teaching experience or related professional experience at the time of hire. A teacher who has related work experience may be given up to three (3) years of credit, at the discretion of the district, for said work experience. It is specifically understood that these provisions have application only to those bargaining unit members hired on or after July 1, 1989, and shall not require retroactive adjustment of the step placement and/or experience credit of any other bargaining unit member. R-05

Illustration (for teachers hired on or after July 1, 1989):

The teacher has five (5) years of prior teaching experience in an accredited public or private school. The teacher would be placed on Step 6 of the appropriate salary column.

**C. Salary Advancement**

A bargaining unit member shall be advanced one step on the salary schedule provided that he/she actually worked 90 or more days in the school year, as defined in the negotiated school calendar. Those teachers working less than the requisite 90 days during the school year shall not be advanced on the salary schedule. No half-steps shall be granted for salary schedule advancement purposes effective with the beginning of the 1989-1990 school year.

**D. Additional Course Work**

From September 1995, acceptable course work for consideration of credit hours on the salary schedule shall generally be at a minimum of the 500 college level. Credit hours must be in; 1) a teacher's subject area or, 2) with prior written approval from the superintendent, in a non-subject area or class less than a 500 college level, and 3) from a regionally accredited college or university. Employees must pass and complete such classes to receive credit on the pay scale. Employees must submit transcripts confirming the number of credit hours to support movement on the pay scale. The course work must have been taken concurrently or beyond completion of that degree level. R-05. If a change in pay is warranted, the pay change will take effect at the beginning of the semester following the semester in which the course work was completed and verified. R-02

1. If a change in pay is warranted, the pay change will take effect at the beginning of the semester following the semester in which the course work was completed and verified. This shall only apply for changes occurring after December 11, 1995.
2. If paperwork is pending to verify course/degree completion, the pay shall be retroactive to the beginning of the school semester following completion of the course work.

3. Employees will receive credit of one graduate hour for every three (3) State Board Continuing Education Units (SBCEU) taken through June 30, 2006. R-05.
4. Classes which are audited shall not be considered toward the credit hours for consideration on the pay scale.
5. A joint committee composed of Employer representatives and Association representatives shall meet as needed to address issues that may arise in this section. N-02

**E. Tuition Reimbursement**

Teachers shall be reimbursed up to \$115 per credit hour for six credit hours earned in a year from July 1 to June 30 for university course work which meets the criteria set forth in Article 16 D, Additional Course Work, above. Tuition reimbursement shall not be provided if the credit hours were earned through an in-service or conference which occurred during the workday or if the teacher received pay or a stipend for attendance. Tuition reimbursement shall only apply for course work outside the workday. R-05

**Article 17: Extra-curricular Salary Schedule**

<u>Activity</u>	Percent of Bachelor's Degree based on years of experience in activity - to and including six years (Step 7).
A.V. Aides	5%
Plays	4%
Senior Advisor	4%
Junior Advisor	7%
Sophomore Advisor	3%
Freshman Advisor	2%
Newspaper R-05	1.5% per semester if extra curricular
Yearbook R-05	3% per semester if extra curricular
Authorized School Clubs	4%
Band Director	12%
Choir Director	8%
Assistant to Choir Director	4%
Science Olympiad N-05.	2%
Department Chair N-05	\$200.00

It is expressly understood that teachers assigned to the above positions shall not acquire any tenure-type status in those positions.

## Article 18: Athletic Salary Schedule

Percentage of Bachelor's Degree based on years of experience in activity – to and including six-years (Step 7).

### FOOTBALL

Head Varsity .....	16%
Assistant Varsity .....	10%
Head J.V. ....	10%
Assistant J.V. ....	9%
Head Freshman .....	10%
Assistant Freshman .....	9%
Head Junior High .....	9%
Assistant Junior High .....	7%

### BASKETBALL (men and women)

Head Varsity .....	16%
Assistant Varsity (only filled when there is no freshman team) .....	10%
J.V. ....	10%
Freshman .....	9%
Seventh & Eighth Grade .....	7%

### WRESTLING

Head Varsity .....	16%
J.V. ....	10%
Head Junior High .....	7%
Assistant Junior High .....	6%

### TRACK (men and women)

Head Varsity .....	12%
Assistant Varsity (when numbers warrant) .....	7%
Head Jr. High .....	7%
Assistant Jr. High .....	6%

### VOLLEYBALL

Head Varsity .....	12%
J.V. ....	9%
Freshman .....	8%
7 <sup>th</sup> and 8 <sup>th</sup> Grade .....	7%

### GOLF

Varsity .....	10%
Junior Varsity .....	7%

### CROSS COUNTRY

Varsity .....	10%
Jr. High Cross Country.....	7%

TENNIS

Varsity .....	10%
Varsity Women's Tennis .....	10%

SOCCER

Varsity .....	12%
Junior High .....	7%

SOFTBALL/BASEBALL

Head Varsity .....	12%
Assistant Varsity .....	7%
Junior Varsity .....	7%

CHEERLEADING

Sideline per sport .....	3%
Varsity Competitive .....	7%
J.V. Competitive .....	4%

R-99; 02

It is expressly understood that teachers assigned to the above positions shall not acquire any tenure-type status in those positions.

**Article 19: Fringe Benefits**

**A. Insurance**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments on behalf of full-time bargaining unit members and their eligible dependents under either MESSA-PAK Plan A or Plan PAK B as specified below:

1. Plan #1 - (Employee plan including health insurance)

Full-time bargaining unit members (and their eligible dependents) needing health insurance shall be provided the following insurance plan:

**MESSA-PAK A**

1. Health - MESSA Choices II \$5/10 prescription card R-05
2. Dental - Delta Dental Plan 50/50
3. Vision - VSP2 silver
4. Negotiated Life - \$25,000 with AD&D
5. Long Term Disability - 90 calendar days-modified fill; 60% to \$4,000 monthly max; pre-existing conditions waiver; freeze on offsets; 2 year limit on drug-alcohol and mental/nervous.

The Board will contribute 90% of the premium cost for insurance effective July 1, 2005. The remaining 10% of the insurance cost premium amounts shall be payroll deducted from the

teacher's wages through an IRS flexible benefit program (Section 125). Beginning July 1, 2006, the Board will contribute 80% of the premium cost increase until such time as a successor agreement is negotiated. R-05

2. Plan #2 - (Employee plan for those not needing or eligible for health insurance.)

#### **MESSA - PAK B**

1. Dental - same as above.
2. Vision - same as above.
3. Negotiated Life - same as above.
4. Long Term Disability - same as above.
5. \$175.00 per month additional compensation. R-05

The teacher can choose to receive the additional compensation in cash or may use some or all of the additional compensation to obtain MESSA variable options that are available under the Flexible Benefits Plan. N-96

If a teacher wants to continue contributions to a tax-sheltered annuity, the teacher shall sign a salary reduction agreement to make those contributions. The salary reduction contributions shall not be part of the Flexible Benefits Plan. Also under current IRS rulings, group dependent life insurance is not a permissible benefit under the Flexible Benefits Plan. If a teacher wants to obtain group dependent life insurance, the teacher shall pay the cost of coverage on an after-tax, payroll deduction basis. The payments shall not be part of the Flexible Benefits Plan. N-96

The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payments of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance or annuity benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.

3. The Board shall not make premium contributions prohibited by state or federal law or that could result in a penalty to the district. N-02

#### **B. Retirement Benefit**

Teachers retiring through MPSERS who provide notice by March 1 of retirement at the end of the school year and have at least fifty (50) accumulated sick days will receive \$70 each day of accumulated sick leave up to \$10,000. Those with twenty-five (25) to forty-nine (49) accumulated sick days will receive a payment of \$500.00. R-05. Payment will be made on or before November 1 following retirement. N-02

## **Article 20: School Year Calendar**

A. The school year calendar shall be based on 175 working days for teachers, 177 working days for teachers new to the system. Student days shall be based on the recommended county calendar as prepared by the Berrien County Intermediate School District. If the Board determines to have 170 student days or more, then there will be no requirement to participate in M&M Day as provided through the ISD. R-05

B. **Inclement Weather**

Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. Should a closing because of conditions not within the control of the Board require the scheduling of additional days of student instruction to meet the state requirement for days and/or instructional hours, such additional days and/or hours will, to the extent possible, and with the consultation of the Association, be rescheduled at the end of the current school calendar or mutually agreeable time. R-99

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction those days when pupil instruction is not provided due to conditions not within the control of the Board such as severe storms, fires, epidemic or health conditions, it is agreed that the following school closing provision shall become immediately effective:

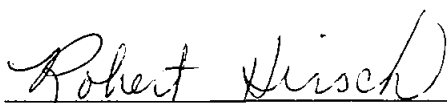
When an Act of God or a Board directive forces the closing of a school or other facility of the Board, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost to school closing pursuant to the aforementioned circumstances shall not be rescheduled.

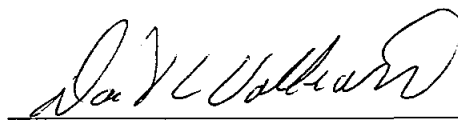
**Article 21: Term of Agreement**

This Agreement shall become effective upon ratification and signature by the Board and the Association and shall continue in effect through the 30<sup>th</sup> day of June 2008, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. R-05

The school schedule for teachers and students shall be open for negotiations for each year of the Agreement. Negotiations shall commence not later than May 1, 2008, with the objective of concluding bargaining by July 1, 2008. Should bargaining not result in an agreement by the latter date, either party shall have recourse to the impasse resolution procedures under the Public Employment Relations Act. R-05

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

  
\_\_\_\_\_  
Coloma Education Association

  
\_\_\_\_\_  
Coloma Board of Education

  
\_\_\_\_\_  
Northern Berrien County Education Assn

  
\_\_\_\_\_  
Coloma Board of Education





**C. SCHOLARSHIP**

Unsat.                      Sat./Except.                      Sat.

- |  |       |       |       |
|--|-------|-------|-------|
| 1. Demonstrates knowledge of subject matter  | _____ | _____ | _____ |
| 2. Demonstrates skill in teaching subject matter<br>(observer's comments required) : | _____ | _____ | _____ |

Comments

**D. CLASSROOM PERFORMANCE**

- |  |       |       |       |
|--|-------|-------|-------|
| 1. Exhibits effective classroom control<br>and management                | _____ | _____ | _____ |
| 2. Handles problems of discipline effectively                            | _____ | _____ | _____ |
| 3. Adapts materials to needs and interests of students                   | _____ | _____ | _____ |
| 4. Gives definite, reasonable assignments                                | _____ | _____ | _____ |
| 5. Demonstrates skill in directing supervised study                      | _____ | _____ | _____ |
| 6. Provides individual assistance to students                            | _____ | _____ | _____ |
| 7. Uses a variety of learning experiences                                | _____ | _____ | _____ |
| 8. Uses a variety of instructional materials                             | _____ | _____ | _____ |
| 9. Displays an awareness of the emotional atmosphere<br>of the classroom | _____ | _____ | _____ |
| 10. Identifies learning opportunities                                    | _____ | _____ | _____ |
| 11. Involves pupils in planning  | _____ | _____ | _____ |
| 12. Provides for individual differences                                  | _____ | _____ | _____ |
| 13. Diagnoses pupil needs  | _____ | _____ | _____ |
| 14. Evaluates pupil progress effectively                                 | _____ | _____ | _____ |
| 15. Creates an effective physical learning<br>environment                | _____ | _____ | _____ |

Comments:

Unsat.                      Sat./Except.    Sat.

**E. PERSONAL BEHAVIOR**

- |  |       |       |       |
|--|-------|-------|-------|
| 1. Shows enthusiasm and interest                       | _____ | _____ | _____ |
| 2. Exhibits poise and self-confidence                  | _____ | _____ | _____ |
| 3. Displays a willingness to share ideas and materials | _____ | _____ | _____ |
| 4. Exhibits a willingness to seek help when needed     | _____ | _____ | _____ |

Comments:

**F. EFFECTIVENESS**

- |   |       |       |       |
|---|-------|-------|-------|
| 1. What is your overall evaluation of this teacher's effectiveness? (This is not necessarily based on the average of the preceding criteria.) | _____ | _____ | _____ |
|---|-------|-------|-------|

Comments:

**G. ADDITIONAL COMMENTS, IF ANY**

**H. RECOMMENDATIONS:** (Be specific)  
(If necessary, attach another page)

**I. TEACHING IN:**                      \_\_\_\_\_ Major Certificated Area  
    \_\_\_\_\_ Minor Certificated Area  
    \_\_\_\_\_ Other (explain below)

**J. Approximate number of students in class** \_\_\_\_\_

Is the physical setting and room size adequate? \_\_\_\_\_

**K. Disposition recommended:** (Used only on final evaluation)

- a. Continued employment \_\_\_\_\_ c. Extend probation one year \_\_\_\_\_  
b. Terminate \_\_\_\_\_ d. Place on tenure \_\_\_\_\_

A conference regarding this evaluation must be held with the teacher. The signature does not necessarily indicate agreement with above evaluation. but indicates he/she has seen it. The teacher may attach a memo explaining his or her disagreement regarding any aspect of this evaluation.

Memo attached: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Principal's Signature

Appendix B  
Special Education

## **Memo of Understanding**

### **Revised Administrative Rules for Special Education**

#### **Section 300.344 IEP Team**

**“The public agency shall ensure that the IEP team for each child with a disability includes –**

- 1. The parents of the child**
- 2. At least one regular education teacher of the child**
- 3. At least one special education teacher of the child, or if appropriate, at least one special education provider of the child**
- 4. A representative of the public agency who” .....**

#### **Section 300.345 Parent Participation**

**“Public agency responsibility – general. Each public agency shall take steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including –**

- 1. Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend.**
- 2. Scheduling the meeting at a mutually agreed on time and place....**

**Coloma Community Schools does and will continue to make every effort to schedule IEP’S during the regular school day. However, due to time conflicts with parents we are not always able to conduct the meetings during teachers’ regular hours.**

**In order to provide teachers with some monetary compensation for the meetings without creating a situation that causes a financial hardship on the district, we offer the following:**

If the IEPC is scheduled to start within twenty-nine minutes before or after the end of the teachers' workday, the teacher(s) will not receive any additional compensation. However, if the meeting is scheduled to start thirty minutes or more before or after the end of the teachers work day, the teacher(s) will receive one-hour pay at the teacher substitute rate for teaching during their planning period, which is \$21.00 for 2002-2003. This agreement will remain in effect until the end of the contract on June 30, 2005 and the re-imbursement rate will remain at \$21.00 for the duration of this agreement.

Coloma Community Schools

Jenny Ann Beuth

Dated 2/20/03

Coloma Education Association (MEA)

Robert Hirsch

Dated 2/20/03

**APPENDIX C  
MENTOR TEACHER**

- QUALIFICATION:**
1. Practitioner in the same certification or specialty area as the new teacher with whom he/she is paired.(It is realized that under some circumstances, this may not be feasible)
  2. Tenured teacher.
  3. Demonstrated excellence in teaching
  4. Be located in the same building. (It is realized that under some circumstances, this may not be feasible).
  5. Under special circumstances, one or more of the above qualifications may be waived by the Superintendent.

**REPORTS TO:** Building Principal

**JOB GOAL:** Assist and advise the probationary teacher in a manner that will help the new teacher become a successful, caring, collaborative team member and positive contributor as an employee of the Coloma Community Schools.

**PERFORMANCE RESPONSIBILITIES:**

1. **Provide counseling and advisory services to the probationer as they relate to the teaching profession.**
2. **Advise the probationer of education strategies and practices as prescribed by the new teacher handbook/curriculum guide.**
3. **Advise the probationer of district procedures and expectations as they relate to discipline, classroom management, lesson plans, student assessment, grading, professional growth, etc.**
4. **The mentor teachers will make themselves available to be observed by the probationer.**
5. **Provide feedback about the probationer's instructional skills.**
6. **Encourage professional development of the probationer.**
7. **Promote a positive attitude about teaching.**
8. **Initiate opportunities for collaboration and interaction of mentor/teacher team. (Document in mentor handbook)**

### **LENGTH OF TERM AND WITHDRAWAL:**

1. It is understood that either the mentor or probationary teacher may withdraw from the relationship under the counsel of the principal
2. In the event that the mentor wishes to withdraw before the end of the three-year term, the probationary teacher will be assigned to another mentor teacher.
3. In the event that the probationary teacher wishes to withdraw before the end of the three-year term, the probationary teacher will be assigned to another mentor teacher, who will complete the remainder of the three-year term.
4. It is understood because of the unique nature of being a mentor teacher, that this is a three-year responsibility.

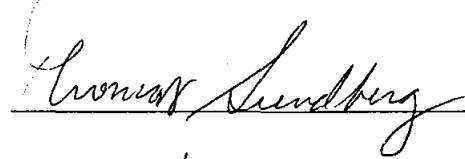
**LETTER OF UNDERSTANDING**

The Coloma Community School and Coloma Education Association/MEA agree that if "No Child Left Behind" Act and/or its regulations directly impact the terms and conditions of employment, these provisions would be subject to negotiations between the parties. Nothing shall preclude the District from complying with the law. N-02

**COLOMA COMMUNITY SCHOOLS**

**COLOMA EDUCATION  
ASSOCIATION/MEA**

  
\_\_\_\_\_

  
\_\_\_\_\_

Dated: 4-11-06

Dated: 4-10-06



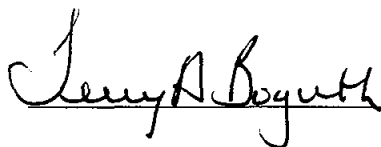
**LETTER OF UNDERSTANDING**

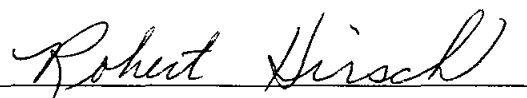
For the 2005-2008 school year, the parties agree to the following:

1. Staff members assigned to both Administrative duties and Teacher duties will have their salary, fringe benefits, paid leaves and conference time, provided on a pro-rated basis.
2. Such staff shall not be involved with teacher evaluation and/or disciplining of a bargaining unit member.
3. Such members will remain a bargaining unit member in accordance with the policies of NEA, MEA and CEA.
4. Such members will participate in Conferences, Professional Development, In-Services and Staff Meetings.

**COLOMA COMMUNITY SCHOOLS**

**COLOMA EDUCATION  
ASSOCIATION/MEA**

  
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Dated 3-6-06

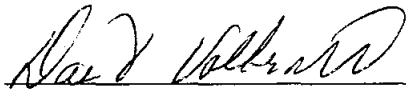
Dated 3/6/06

**LETTER OF AGREEMENT**

The Coloma Education Association and the Coloma Community Schools have agreed to the following:

Article 6, Section B, of the collective bargaining agreement between Coloma Community Schools and the Coloma Education Association, defines the certified staff workday. To provide opportunity for both elementary and middle school teachers to coach, high school athletics, the parties agree that teachers who do not have student contact time during their last period, may leave early to coach provided that they fulfill the contractual work day. Such teachers will report to work early on days they leave early and make themselves available to students and families during that morning time. A list of coaches affected under this Letter of Agreement will be given to the CEA president each session.

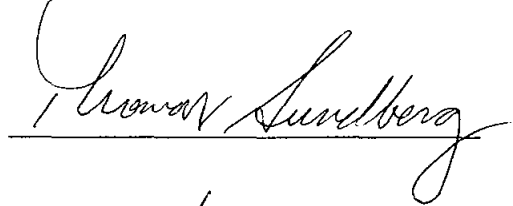
**COLOMA COMMUNITY SCHOOLS**



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Dated: 4-11-06

**COLOMA EDUCATION  
ASSOCIATION/MEA**



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Dated: 4-10-06

**Letter of Understanding**  
between the Coloma Education Association and the  
Coloma Board of Education

For the 2005-2006 school year, the parties agree to the following:

**1. Article 6: Duties-Teaching hours-Class Loads, Paragraph B:**

Building	Teacher Time	Contact Time
Coloma Elem.	8:05 AM - 3:57 PM	8:20 AM - 3:42 PM (6hrs. 42 min.)
Washington Elem.	8:00 AM - 4:02 PM	8:15 AM - 3:47 PM (6hrs. 42 min.)
Coloma Middle School	8:05 AM - 3:47 PM	8:20 AM - 3:32 PM (6hrs. 42 min.)
Coloma Jr. High	7:05 AM - 2:49 PM	7:20 AM - 2:34 PM (6hrs. 44 min.)
Coloma High School	7:05 AM - 2:49 PM	7:20 AM - 2:34 PM (6hrs. 44 min.)

**2. Article 6: Paragraph C-3:**

The normal teacher workday shall not exceed eight (8) hours and two (2) minutes per day, including lunch and recess breaks. R '05

**3. Article 8: Paragraph E-4:**

For teacher contract purposes, 175 days will be equal to one year.

**4. Article 20: School Year Calendar:**

A. The school year calendar shall be based on 175 working days for teachers, 177 working days for new teachers to the system. Student days shall be based on the recommended County Calendar as prepared by the Berrien County Intermediate School District. If the Board determines to have 170 student days or more, then there will be no requirement to participate in the M&M Day as provided through the ISD. R '05

5. If the district is required to increase hours or days in the future to 183 (or current number of days) the district may do so without the expectations of additional per diem rate. The teacher time would revert back to the time as stipulated by Article 6, Paragraph B of the 2002-2005 Master Agreement.

6. This agreement is solely for the 2005-2006 school year on an experimental basis and no obligation to continue beyond 2005-2006 school year. Further, this letter shall not create past practice and precedence.

Jenny Ana Boguth  
Superintendent

Date: 8/2/05

Robert Hirsch  
CEA

Date: 8/2/05