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6/30/2002

Master Agreement
Between the
Board of Education
of the
Coleman Community Schools
& the
Coleman Educational
Association
1999-2002

Coleman Community Schools

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WITNESSETH

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

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

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

ARTICLE I

RECOGNITION

The board hereby recognizes the Coleman Education Association MEA-NEA as the sole and exclusive bargaining representative for all professional and/or certified, non-supervisory personnel whether under contract, either verbal or written, employed by the Board; including therapists, psychologists, social workers and nurses. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, (and the titles of any other positions which are "supervisory" within the meaning of PERA). The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Coleman Education Association/MEA-NEA in the bargaining or negotiating unit as above defined.

ARTICLE II

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Coleman School District.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
 3. To hire, promote, suspend and discharge employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualifications of employees, including physical conditions providing such selection shall be based on lawful criteria.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 10. Determine the policy affecting the selection, or training of employees providing that such selection shall be based upon lawful criteria.
- B. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered.

ARTICLE III

TEACHER'S RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the law.
- B. Teachers shall be entitled to full rights of citizenship.
- C. The parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory in regard to race, creed, religion, color, national origin, age, sex, or marital status.
- D. A teacher shall be entitled to have present representatives of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.

Positive, constructive assistance shall be offered the teacher at any time material is placed in his/her file. This assistance shall be written-up, initialed by the teacher, and added to his/her file within ten (10) days, of the action which precipitated the placing of the material in his/her file. In the event that the teacher is not available, the reprimand shall be presented and initialed within five (5) days of the teacher's return to work. The teacher's initials on such material shall indicate awareness of such material but shall not be interpreted to mean agreement with the material.

In the event a teacher exercises his/her right to have representatives present the teacher and the representatives must appear within two (2) school days.

ARTICLE IV

ASSOCIATION RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to the Association, rights it has under the law.
- B. The Association is entitled to the same rights and privileges as a community organization regarding the use of school facilities.
- C. Authorized representatives, acting in official capacity for the Association, shall be permitted to transact official Association business on school property, outside of the classroom, providing that this shall not interfere with their teaching responsibilities or interrupt normal school operations. Every effort shall be made to avoid discussing Association views on matters relating to supervisory-teacher or Board-Association relationships in the presence of students by Association members, or Board members and their agents. The authorized representative shall check in at the principal's office in the building he/she is visiting.
- D. The Association shall be allowed to use bulletin boards in faculty areas and regular inter-school and infra-school mail services for materials relating to its official business. All such materials must designate the person circulating it.
- E. The Board agrees to furnish to the Association, when requested, a current copy of each of the following when the materials are made available to the Board in final form:
 - Superintendent's Annual Report
 - Proposed Budget
 - List of certified teachers with their salary, degree and experience
 - Board Agenda
 - Board Minutes
 - Audit

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed in May of each year to assure active consideration by the Board if the teacher so requests.
1. An involuntary transfer during the school year will be made only in case of an emergency or to prevent undue disruption of the instructional program. In making all 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 instruction requirements and best interests of the school system and the student. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined for purposes of this contract as a situation where a position that was previously held by an employee or when a new position covered by this article is created. A vacancy shall only exist when all teachers have been assigned and there is no teacher on lay-off, or no teacher on a leave of less than one (1) year in length, who is certified and qualified to fill that vacancy.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his/her considered judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than two (2) weeks before the position is filled. Ten (10) days notice shall be given after July 15. When filling a vacancy in classroom assignments preference will be given to qualified personnel within the Coleman School System. In the event the Coleman personnel are essentially equal to other applicants in personality, ability and other qualifications they shall be given the position. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions.
1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

- a. Teachers with specific interests in possible vacancies will notify the president of the Association of their interest in writing, during the last regular week of school and shall include a summer address.
 - b. Should a vacancy occur, the Association president will be notified and he/she shall notify teachers who have expressed an interest in said position or a similar position.
 - c. The teachers so notified shall have the responsibility of contacting the principal or superintendent indicating their interest in said position.
- E. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
- F. Any teacher who shall be transferred from a position as a teacher and shall later return to a position as a teacher shall be entitled to such rights and benefits as would have accrued under this Agreement had he/she remained a teacher.

ARTICLE VI

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-twentieth (1/20) of such dues from each regular salary check of the teacher for the first twenty (20) pays beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board shall cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non-members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.

- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to disburse said sums to the Association every two (2) weeks.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding section A through E of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section provided that the Association has not alleged negligence, misfeasance, or malfeasance of the Board as is provided in Paragraph E-1 above.
- F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- G. The Association agrees to reimburse the Board for unemployment compensation liability incurred for any teacher whose employment is terminated under this article.

ARTICLE VII

TEACHING YEAR, HOURS, AND CLASS LOAD

- A. The teacher's year shall consist of a contractual period of a maximum of 187 days. There shall be no less than 181 full days of pupil instruction, and up to 6 days for teacher orientation, recording grades, in-service training, parent-teacher conferences, etc.
- B. The Board and the Association recognize the 40 hour work week for all professional personnel. The normal teacher's day shall be from 8:00 a.m. until 3:30 p.m., including lunch. Upon mutual agreement of the Board and the Association, the starting time of the teacher's workday may vary from year to year. A format, as established by the administration, will be implemented in a manner deemed by the administration to be appropriate for the student instruction. A full time teacher will not be reduced to part-time solely as a result of a format change. The regularly scheduled duty day for classroom teachers (including classroom instruction time, conference/preparation periods and non-instructional student supervision time such as student 'passing periods', duty-free lunch periods, but excluding staff meetings called under the auspices of section C of this article) shall not exceed a continuous seven hours and thirty minutes per day.
- C. Wednesday shall be reserved by all teachers for professional meetings to be called by the Superintendent or Principals when necessary and not to exceed one hour in duration. These meetings shall be limited to two (2) per month; additional meetings possible by mutual agreement with the Association. The two hours may be scheduled in one block for general staff meetings. At some time during the school year with 10 school days notice to the staff a two hour in-service session may be scheduled by the Superintendent. These meetings to follow immediately after school dismissal.
- D. All teachers shall have a duty free uninterrupted lunch period of at least 30 minutes in length.
- E. The salary schedule is based on a five day week devoted to scheduled student instruction in the format(s) adopted by the Board for any given grade level(s) and/or building(s). All buildings will have 15 minutes with all teachers in the classroom in the mornings before the student's day begins. In addition, at the high school and middle school, all classroom teachers will have as part of their regularly scheduled duty day one continuous unassigned block of preparation/conference time during the student day equal in length to the majority of instructional class periods being offered at that level (except in accordance with Section G of this Article). In the event a format is adopted that would increase the number of daily student instructional periods to seven or more, a letter of understanding affirming the number of instructional periods must be approved by the Administration and the teachers assigned to the building(s) affected. The approval process for the affected building(s) will consist of a secret ballot having the support of more than sixty-six percent of the teachers assigned to the building
- F. All elementary teachers will receive at least 150 minutes per week of preparation/conference time during the student's day, and at least 30 minutes of preparation/conference time before or after the student day.

No more than one 15 minute recess duty may be assigned per teacher per week (with the exception of inclement weather).

- G. The Board may, with the teacher's permission, assign a teacher to an additional instructional period during the student's day (in lieu of a preparation/conference period) with additional compensation computed as a pro-rata fraction of the length of the preparation/conference period to the length of the teacher's duty day.
- H. Three teachers may engage during the school day in negotiations on behalf of the Association with any representative of the Board, or two may participate in any professional grievance negotiations, and shall be released from their regular duties without loss of salary but only if such meeting is scheduled during the teacher's duty day by the Board.
- I. Every effort will be made to secure a qualified substitute teacher when a classroom teacher is absent for one-half day or more. If a teacher works as a substitute teacher during his/her preparation/conference period, he/she shall receive compensation of \$10.00 per half hour.
- J. The time prior to A.M. classes beginning, and the time after student dismissal, shall be used by teachers for professional activities on the school premises (including any responsibilities duly assigned by the Administration) but not to include Association business.

ARTICLE VIII

ASSIGNMENTS

- A. Teachers are entitled to work in their areas of competence, therefore teachers shall not be assigned except temporarily and for good cause outside the scope of their teaching certificates or their major or minor field of study; providing such exception is mutually agreed upon by the Board and the teacher.
- B. Assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory; consent of the teacher is necessary.
- C. Not later than the 10th of July the Coleman Board of Education shall notify each teacher of his/her assignment for the coming school year including grade or subject to be taught and building and with a copy of said assignment sent to the Association. Tentative class schedules for each teacher shall be attached to the assignment sheet. Changes in assignment after this date will only be made with the agreement of the teacher involved except in emergencies in which case the teacher and the Association will be notified.
- D. Teachers will be encouraged to volunteer for extra-curricular organizational activities which are not a part of the extra pay for extra duty schedule.
- E. Each CEA member shall be issued an athletic pass for use by that member and his/her immediate family. The CEA member must be present at the event, but not necessarily as a spectator, for the immediate family member to be admitted without charge. Although the CEA member must be present at the event, he/she need not accompany the immediate family member into the event.

ARTICLE IX

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever reasonable, but should not exceed an average pupil-teacher ratio of 29:1.
- B. Regular Education Initiative/Inclusive Education/Mainstreaming:
1. The Board recognizes that all students have a right to an education and may assign handicapped students to the buildings and classrooms that the students would normally attend if the students were not handicapped.
 2. Prior to any R.E.I. placement, the Board shall provide inservice training to the teacher(s) regarding the instruction and behavioral management of handicapped students in the regular education classroom setting, including, but not limited to, the differing approaches, problems, and techniques to be utilized with varying handicapped conditions.
 3. The handicapped students' participation in the regular education classroom shall not significantly disrupt or have a negative impact on the educational process for either the handicapped student(s) or other students in the classroom.
 4. The Board and the C.E.A. agree that no member shall be expected to perform nor be liable for the performance of any medical or custodial procedures such as, but not limited to: catheterization, suctioning, ostomy, tracheotomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, dispensing of medication, postural drainage or percussion, and any other medical procedures that a parent can perform without a medical degree.
 5. Should a student require or have occasional need of a procedure outlined in the above paragraph, the Board agrees to provide an aide with the appropriate medical/custodial background.
 6. The Board agrees to provide an aide to any handicapped student when it shall be deemed necessary by an I.E.P.C., M.E.T. or other lawful educational process committee.

ARTICLE X
TEACHING FACILITIES

- A. The Board shall provide:
1. A separate desk for each classroom in the district.
 2. A space for teachers to store coats, overshoes, and personal articles.
 3. Chalkboard space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. An appropriate dictionary in every classroom.
 6. Storage space in every classroom for instructional material.
 7. Attendance books, paper, pencils, pens, chalk, erasers, required in daily teaching responsibilities.
- B. Telephone facilities shall be available for teachers for local calls.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- D. Teachers shall cooperate in good housekeeping practices in the lounges.
- E. Any teacher leaving the building to which assigned during the contracted day, shall sign the sign-out register in the principal's office with the exception of lunch periods.

ARTICLE XI

UNPAID LEAVE OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon written application, for the purpose of participating in Board approved exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs, the Peace Corps, or Teachers Corps as a full time participant in such programs, or Board approved cultural travel or work program related to his/her professional responsibilities, provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- B. A leave of absence of up to one (1) year may be granted to any teacher, upon written application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for one period of military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- D. A leave of absence may be granted upon application for the purpose of serving as the President of Michigan Education Association or President of the National Education Association.
- E. A leave of absence not to exceed one (1) year may be granted to any teacher upon application for the purpose of campaigning for or serving in a public office.
- F. A leave of absence for one year shall be granted for any reason to any teacher who applies for a "voluntary leave." Seniority shall continue to accrue during this leave as do all leaves. Upon return from leave, the teacher will be placed in his/her position or a similar position.
- G. All requests for leave of absence will be applied for and granted in writing. The teacher must apply for leave at least sixty (60) days prior to its commencement, except in cases of emergency.

Requests shall be submitted to the Superintendent. He will present the request with his/her recommendation to the Board of Education at the next regular meeting following the application. All leaves of absences except those exempt by law and in paragraph "F" above, are at the discretion of the Board of Education. Written notice of intention to return or resign shall be given to the Superintendent by April 1.

No benefits will accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, the teacher's accumulated sick leave accumulated at the time the leave commenced, will be restored. A teacher returning from a leave of absence shall be placed at the same position on the salary schedule, no experience credit to be given except as otherwise stated herein.

If a teacher is granted a leave of absence for a period of one (1) school year or less, the Board agrees to fill that position with an employee who shall be given a substitute's contract provided however that in event that such contracts shall be deemed illegal the Board will not have to comply with this provision.

A teacher granted an extension of a leave of absence shall be given a position upon return provided there is an opening in his/her area of qualification and he/she has given proper notification. Except for leaves of absence for maternity or ill health a teacher on leave must return at the beginning of the semester unless another appropriate time is mutually agreed upon.

- H. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery for a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher will be assigned to the same or similar position, as soon as a vacancy exists.

ARTICLE XII

CHILD CARE LEAVE

- A. A leave of absence shall be granted to any bargaining unit member for the purpose of child care of a new born child. Said leave shall commence upon request of the bargaining unit member. It is further provided that:
1. The reinstatement shall be to the bargaining unit member's former position, (if available).
 2. The initial leave period may be for the duration of the semester when the leave was granted plus one additional semester excluding a summer semester. The leave may be extended up to a period of one (1) school year by written request of the bargaining unit member.
 3. A person beginning or returning from a leave shall request such leave at a marking period break.
 4. In the event of death of the object child on the leave, the leave of absence may be terminated upon request of the bargaining unit member.
 5. The granting of such leave will in no way interrupt seniority and rights attendant thereto.
 6. Continuation of insurance benefits will be provided for an eight (8) week period.
 7. A member of the bargaining unit adopting a child shall be eligible to receive child care leave under the same provisions outlined above.

ARTICLE XIII

ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with seven (7) days of leave, the unused portion of which shall accumulate from year to year to a total of 135 days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability: The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.
 2. Death in the Immediate Family: The teacher may take a maximum of three (3) days per death. Immediate family shall be interpreted as spouse, mother, father, children, father and mother-in-law; these days are not deductible from sick leave.

The teacher may take a maximum of three (3) days per death for brother, sister, grandchildren, brother-in-law, sister-in-law, and grandparents which will be deductible from sick leave.
 3. Other Deaths: With approval of the building principal, the teacher may take one (1) day per death to attend the funeral of any person. This day shall be deducted from sick leave.
 4. Medical or Nursing Care: With approval of the building principal, the teacher may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition of No. 2 above.)
 5. Illness in the Immediate Family: The teacher may take a maximum of four (4) days per illness. Immediate family shall be defined as in No. 2 above.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Each teacher shall contribute one (1) day each year of their annual leave toward a sick leave bank until the bank shall have accumulated 300 days. When the bank accumulates 300 days there shall be no further deduction from the individual teachers sick leave until such time as the bank shall reach a level of 180 days. Upon reaching this level the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 300 days.

The sick leave bank shall be administered by the Executive Board of the Coleman Education Association.
- D. Any teacher who is absent because of an injury or disease compensated by Michigan Workman's Compensation Act, shall receive from the Board the difference between the Workman's Compensation payment prescribed by law and his/her regular salary for a period of twelve (12) months.
- E. No charge shall be made against any sick leave account for any day on which schools are closed due to an act of God.

- F. Teachers are encouraged to save sick days for unforeseen emergencies. When a teacher has reached the maximum of 135 sick day accumulation, they will be paid thirty-five dollars per day or one-half substitute teacher pay, whichever is greater, for each unused sick day. This pay will be calculated yearly, and paid commencing in June, 2000. Sick day pay in following years will be calculated and paid in June.

ARTICLE XIV

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Teachers may be granted a leave of absence with pay for Administration approved visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
- B. At the beginning of every school year each teacher shall be credited with five (5) days to be used at the teacher's discretion for the teacher's personal business. It is understood such leave shall not be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period. A teacher planning to use a personal leave day or days shall notify his/her principal in writing at least three (3) school days in advance, except in cases of emergency. Personal business days not used shall be credited on the teacher's accumulated sick leave. In transferring the left over business leave days to the sick leave accumulated, if any portion of one-half (1/2) day is used, the teacher will not be credited to that one-half (1/2) day. At least one-half (1/2) hour will be deducted for any use of personal business leave. The teacher shall be allowed to cancel his/her application for personal leave by 3:30 p.m. of the preceding day. No more than three people per building per day may be allowed on personal leave unless more are permitted by the superintendent.
- C. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each day on which the teacher reports for or performs jury duty on which he/she would otherwise have been scheduled for work.
- D. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. An additional five (5) days shall be granted the Association provided the Association shall reimburse the Coleman School District for the substitute teacher's pay. The Association agrees to notify the Board and building principal in writing no less than forty-eight (48) hours in advance of taking such leave. Not more than three (3) teachers shall be allowed to be gone on any one day under this provision.
- E. No charge shall be made against any personal or association leave account for any day on which schools are closed due to an act of God.
- F. Teachers may take up to two (2) deduct days per year. The teacher will be deducted 1/187th of their pay plus the district daily substitute pay for each day taken. A teacher planning to use a deduct day (or days) will notify his/her principal in writing as soon as possible.
- G. A teacher may take up to five (5) deduct days before the use of granted sick bank days, and will be deducted 1/187th of their pay for each deduct day used.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. Negotiations will begin on the first Monday of May of the calendar year in which this Agreement expires. The Association and the Board agree to negotiate a successor Agreement in accordance with the procedures set forth herein and a good faith effort to reach agreement concerning wages, hours, terms, and conditions of employment. Any agreement so negotiated shall apply to all teachers and shall be reduced in writing and signed by the Board and the Association.

- B. Neither party in any negotiation shall have control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

- C. If parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Employment Relations Commission or take other lawful measures.

- D. Three (3) teachers may engage during the school day in negotiations on behalf of the Association with any representative of the Board.

ARTICLE XVI

TEACHER EVALUATION

- A. All teachers and the Association recognize the right, duty and responsibility of the Administration and the supervisors to make periodic evaluations of the performance of the teacher.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- C. Procedures for teacher classroom evaluation:
 - 1. Classroom evaluation observations will be conducted openly and with the full knowledge of the teacher.
 - 2. The teacher's immediate supervisor, or other school administrator, shall be responsible for evaluation of the work performance of the teacher. In case of an unacceptable evaluation, the teacher may request that a separate evaluation be done by another district administrator.
 - 3. Probationary teachers will be observed by their supervisor or other school administrators for a minimum of thirty (30) consecutive minutes at least twice between September 20 and April 1.
 - 4. Tenure teachers shall be observed by their supervisors for a minimum of thirty (30) consecutive minutes at least once every third year.
 - 5. A copy of the written evaluation shall be submitted to the teacher within ten (10) school days of the evaluation in a joint conference between the faculty person and the principal, at which time evaluations shall be discussed, and a copy shall be given to the teacher and another placed in the teacher's official personnel file. If the teacher believes that material to be placed in the teacher's file is inappropriate or in error, the teacher has the right to seek adjustment including expungement or attachment of agenda. The teacher shall be asked to sign evaluation materials placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
 - 6. Each teacher shall have the right, by appointment, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher at this review. Privileged information such as confidential credentials and related personnel references from sources outside the Coleman Community Schools are specifically exempt from review.
 - 7. All faculty personnel shall be evaluated according to a standard evaluation form which has been approved by the Board of Education, providing the criteria for said evaluation form applies to the teacher's teaching abilities. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the assistance to be given by the administrator and other staff members.
 - 8. Any complaint against a teacher by any person, including any parent or student, must be brought to the attention of the teacher as soon as possible.

ARTICLE XVII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. Grievant shall be defined as the local Association, teacher or teachers. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances; but such grievance shall be submitted to the following grievance procedures stated below. Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Any grievance filed without this initial informal conference shall be considered by all parties as null and void. Said informal conference shall be held within two (2) weeks of the occurrence or at the time the individual should have had knowledge of the occurrence.

- B. The grievant must invoke formal grievance procedure on the form set forth in annexed Schedule, signed by the grievant and the representative of the Association, and it must be filed within ten (10) days of the decision at the informal conference. A copy of the form shall be delivered to the principal of the building involved and to the Association. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him.

- C. Within ten (10) days of receipt of the grievance, the principal or supervisor shall meet with the Association President or his/her designee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association and to the grievant.

- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting (or twenty (20) days from date of filing, whichever shall be later), the grievance may be transmitted to the superintendent. If the Association does not transmit the grievance on to the Superintendent within ten (10) days after receiving the grievance from the Principal or after the expiration of time if no disposition is made, the grievance shall be considered settled. If the Association does pass the grievance on to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Association stating exactly why the Principal's disposition of the grievance was not satisfactory together with any and all information the Association has connected with the grievance. Within ten (10) days the Superintendent or his/her designee will meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Association.

- E. If a satisfactory disposition of the grievance is not made as a result of Paragraph D, the Association may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) days from the last date provided for in Paragraph E.

1. Within ten (10) days after such written notice and the submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 2. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then 20 days from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
 3. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 4. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all wages lost or as stipulated by the arbitrator.
 5. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding upon the Association, the Board, and the grievant.
 6. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- F. Any grievance which occurred prior to the ratification date of this Agreement shall not be processed.
- G. If any individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.
- H. Any time period in this Article may be extended by mutual agreement of parties involved.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

- A. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. It is agreed and understood that the Board of Education has agreed to leave the above provisions of this article in the collective bargaining contract in reliance upon representations made during negotiations by the Association bargaining team that the provisions of this article will not be used by the Association to unnecessarily or unreasonably impede or obstruct the efforts of the Board and/or its administrators to exercise reserved management authority to ensure that the staff and facilities of the school district are used efficiently, effectively and in a manner best calculated to serve students.
- C. With regard to any Association grievance, citing contractual violations including this Article, which progresses to the arbitration level, the Association agrees that the losing party pays the arbitrator's fees.

ARTICLE XIX

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Any case of assault upon a teacher's person or damage to his/her property which is related to his/her employment with the Board shall be reported promptly to the Board which will render assistance in handling the matter. In case the teacher suffers student damage to his/her personal property while on the school premises, the Board agrees to pay up to one hundred dollars (\$100) of the deductible portion of the teacher's personal insurance, or up to a maximum of one hundred dollars (\$100) toward the documented repair costs. This does not include damage that might occur in the auto shop when a teacher voluntarily submits a vehicle for student work.
- B. Teachers have the right to expect the Board and Administrative support in their lawful and necessary actions in maintaining discipline and working with pupils and parents; such support to include referral of pupils with deviant behavior to other persons or agencies for assistance. A teacher also has the right to be advised and supplied a copy of any formal complaint to the Board concerning his/her work.
- C. Time lost by a teacher in connection with an incident mentioned in this article, non-compensatable under Workmen's Compensation, shall not be charged against the teacher unless he/she is adjudged guilty in a court of competent jurisdiction.
- D. The Association agrees that it is the responsibility of all teachers to assist at all times in maintaining order in the building, on school grounds, during the normal school day.

ARTICLE XX

PROFESSIONAL BEHAVIOR

Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens well-being or physical safety.

ARTICLE XXI

CONTINUOUS OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, as defined by Section I of the Public Employment Relations Act.
- B. Both parties agree that they will not directly or indirectly engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act.
- C. No teacher shall be required to report for duty if the building in which he/she is regularly employed is closed by an Act of God.

ARTICLE XXII

REVIEW COMMITTEE

- A. Representatives of the District and the Association shall meet informally every other month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems, which may arise. The meetings shall be called on the last school-day Thursday of the month at 3:30 p.m. Additional meetings may be scheduled at mutual request.
- B. Three or four teacher representatives shall be selected by the Association and three or four administrator representatives by the superintendent. The teacher and administrator representatives shall separately designate a teacher chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion.
- C. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article V of this Agreement.
- D. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Executive Board and the Board of Education the memoranda shall become a part of the Master Agreement for the duration of the Agreement.

ARTICLE XXIII

PERSONNEL REDUCTION

- A. A teacher may be discharged or laid off pursuant to a necessary reduction in personnel if there is substantial decrease in the students enrolled in the school district or if there is a substantial decrease in the revenues of the school district or for other lawful reasons. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.

- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who possess current teaching certificates, have the longest period of continuous service in the school district, and who are qualified to teach in those areas of disciplines to be preserved.
 - 1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
 - 2. In the event of lay-off, the Board will institute a recall procedure which when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated as soon as possible upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel. However, the Board shall have no responsibility to recall after three (3) years from the date of lay-off.
 - 3. A seniority list will be compiled by the Board's representative and will be presented to the Association for verification in September each year.
 - 4. Any Association member affected by staff reduction for just cause of reduction of staff shall have priority on the substitute teacher's list if he/she so desires.
 - 5. Any individual teacher affected by staff-reduction for just cause shall receive insurance benefits for an additional six months at the expense of the Board, providing funds are available.

- C. Seniority shall begin as of the teacher's first working day and shall be defined as the total years of continuous service to the Coleman Community Schools District in a position requiring teacher certification. In the event of conflicting seniority dates seniority shall be determined by the date of the individual teacher contracts. Board approved leaves shall be defined as continuous employment. Administrators hired after September 1, 1982, are specifically excluded from this seniority list or any other contractual provisions.

ARTICLE XXIV

PROFESSIONAL COMPENSATION AND INSURANCE

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers employed in this school system shall be given full credit on the salary schedule set forth in Schedule A for up to five years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. In the event of absence on days of classes, grade reporting, inservice training, orientation, parent-teacher conferences, days which are not covered by leave, the following formula shall be used to compute deductions:
- Total contractual salary divided by 187 days equals the daily rate. This same formula shall be used in prorating salaries for teachers who do not teach the entire year.
- D. Teachers involved in assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one building to another shall receive remuneration according to the prevailing rate in the district. The same allowance shall be given for prior approved use of personal cars for other business of the district.
- F. Payment of salary for teachers shall be biweekly commencing the first Friday after school starts. Each teacher has the option of being paid in 21 or 26 equal payments. Teachers selecting the 21 equal payment plan will receive their contracted salary by June 24. Teachers selecting the 26 equal payments will receive their contracted balance by August 31. Teachers selecting the 26 equal payment plan, may upon written notification to the Superintendent, receive their full contractual balance by June 24.
- G. The Board agrees to provide, upon submission of application by the teacher and in compliance with the rules of the insurance carrier, the following protection:

MESSA-PAK #428 - PLAN SUMMARY

PLAN A – FOR EMPLOYEES NEEDING HEALTH INSURANCE

Super Care #1 – (Includes \$5,000 Ad&d Basic Term Life)

Long Term Disability -

70%

\$3571 Maximum Monthly Salary

\$2,500 Maximum Monthly Income Benefit

365 calendar days - modified fill

Pre-Existing Condition Waiver - Yes

Freeze on Offsets - Yes

Alcoholism/Drug Waiver-Two year Limitation

Mental Nervous Two year Limitation

Delta Dental Plan

60/60/60: \$1,000

\$1000 Maximum for Class I & II

Negotiated Life - \$10,000

Vision - VSP 3

Under the Super Care I plan the Board will pay the medical deductible for single or AND full family.

PLAN B – FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Long Term Disability -

70%

\$3571 Maximum Monthly Salary

\$2,500 Maximum Monthly Income Benefit

120 calendar days - modified fill

Pre-Existing Condition Waiver - Yes

Freeze on Offsets - Yes

Alcoholism/Drug Waiver-Two year Limitation

Mental Nervous Two year Limitation

Delta Dental Plan

80/80/80: \$1,300

\$1000 Maximum for Class I & II

Negotiated Life - \$20,000

Vision - VSP 3 plus

Insurance Plans A and B are effective from September 1 through August 31 of each contractual year.

- H. An additional \$1,200.00 per year will be paid by the Board of Education to a teacher commencing with that teacher's 16th year of service in the district. This amount to be increased to \$2,400.00 commencing with the 21st year.
- I. Insurance Memo of Understanding: Other insurance policies and programs may be presented by either party to replace or supplement agreed to programs. However, to implement the above, both parties must agree to same in writing.

**1998-99 SALARY SCHEDULE
SALARY SCHEDULE INCREASE**

Percent = 1.51%

STEPS	BA	BA PLUS	MA	MA PLUS	ED SPEC	N-DEGREE
Base	24,418	25,360	26,772	27,477	28,181	23,196
1	26,103	27,109	28,619	29,372	30,127	24,797
2	27,786	28,859	30,466	31,267	32,070	26,398
3	29,470	30,609	32,313	33,162	34,015	27,993
4	31,153	32,358	34,160	35,056	35,958	29,599
5	32,837	34,108	36,006	36,952	37,902	31,198
6	34,523	35,857	37,853	38,849	39,845	32,799
7	36,207	37,608	39,701	40,744	41,791	
8	37,892	39,358	41,547	42,640	43,735	
9	39,575	41,109	43,395	44,535	45,678	
10	41,257	42,858	45,241	46,431	47,621	

**PROPOSED 1999-2000 SALARY SCHEDULE
SALARY SCHEDULE INCREASE**

Percent = 1.76%

STEPS	BA	BA PLUS	MA	MA PLUS	ED SPEC	N-DEGREE
Base	24,848	25,806	27,243	27,961	28,677	23,604
1	26,562	27,586	29,123	29,889	30,657	25,233
2	28,275	29,367	31,002	31,817	32,634	26,863
3	29,989	31,148	32,882	33,746	34,614	28,486
4	31,701	32,928	34,761	35,673	36,591	30,120
5	33,415	34,708	36,640	37,602	38,569	31,747
6	35,131	36,488	38,519	39,533	40,546	33,376
7	36,844	38,270	40,400	41,461	42,527	
8	38,559	40,051	42,278	43,390	44,505	
9	40,272	41,833	44,159	45,319	46,482	
10	41,983	43,612	46,037	47,248	48,459	

SCHEDULE B

ADDITIONAL COMPENSATION FOR EXTRA DUTIES
OUTSIDE THE SCHOOL DAY OR SCHOOL YEAR

Should additions to Schedule B be necessary the Board or its agent(s) shall meet with the CEA to determine salary, hours, and working conditions. Deletions are acceptable if no need exists during the school year. When filling a vacancy in Schedule B assignments preference will be given to qualified personnel within the Coleman School System. In the event the Coleman personnel are essentially equal to other applicants in personality, ability and other qualifications, they shall be given the position.

All percentages listed on Schedule B-1 are based on the BA Scale with credit for the years of experience a person has in that activity up to six (6) years. All percentages listed on Schedule B-2 are based on the BA base.

In the first week of May of each year all personnel who held Schedule B positions shall notify the Administration of their intent to remain in their position for the succeeding year. Only those positions for which no notification has been received or positions opened by the Administration by the 15th of May shall be posted as a vacant position and applications taken as per the Master Agreement. Any position not occupied by a staff member prior to May 15, 1985, shall be posted as vacant upon completion of the seasonal activity. Any position not filled by a bargaining unit member for the 1985-86 school year, shall not be considered vacant again until the person filling that position leaves the position.

Schedule B-1

<u>Football</u>		<u>Track</u>	
Head Coach	12.0%	Head Coach	8.0%
J.V. Coach	9.0%	Varsity Asst.	7.0%
Varsity Asst.	9.0%	Jr. High	5.0%
J.V. Asst.	7.0%		
Freshman	7.0%		
Jr. High	5.5%		
<u>Basketball</u>		<u>Wrestling</u>	
Head Coach	12.0%	Head Coach	12.0%
J.V. Coach	9.0%	Asst. Coach	5.0%
Freshman	7.0%	J.V. Coach	9.0%
8th Grade	5.5%	Jr. High	5.5%
7th Grade	5.5%		
<u>Golf</u>		<u>Baseball</u>	
Head Coach	4.0%	Head Coach	8.0%
		Asst. Coach or Freshman	5.0%
		J.V. Coach	5.0%
<u>Pom Pon</u>		<u>Cheerleading</u>	
Head Coach	4.0%	Varsity	6.0%
		J.V.	5.0%
		Freshman	4.0%
		Jr. High	3.0%

Cross Country

Head Coach 4.0%

Softball

Head Coach 8.0%

Asst. Coach or Freshman 5.0%

J.V. Coach 5.0%

Volleyball

Head Coach 12.0%

Asst. Coach or Freshman 7.0%

J.V. Coach 9.0%

Music

Band 10.0%

Vocal 3.0%

Schedule B-2

Certified Staff 14.00/hr.

Jr./Sr. Class Adv. 3.0%

Newspaper Advisor 2.0%

Yearbook Advisor 5.0%

Honor Society 2.0%

Forensic Advisor 2.5%

FHA Sponsor 1.5%

Varsity Club Adv. 1.5%

H.S. Store 1.0%

Social Worker 3.0%

Freshman/Sophomore Class

Advisor (both per class) 2.0%

Student Council Advisor

High School 3.0%

Middle School 2.0%

Safety Patrol Advisor 1.5%

Dramatics (per play) 3.0%

H.S. Competition 10.50/hr

Psychologist 3.0%

Elem. Science Coordinator 8.00/hr.

Quiz Bowl Advisor 2.0%

The pay for driver education instructors will be the average of pay for driver education instructors in Clare, Beaverton, Meridian, and Bullock Creek and will be determined in May 2000, 2001 and 2002 to be paid the summers of 2000, 2001 and 2002.

Annual stipend for teachers required to travel between school buildings shall be \$100.00.

**SCHOOL CALENDAR
1999-2000**

AUGUST

M	T	W	T	F
I 30	I 31	T	26	27
	T=7 7		S=4 4	

SEPTEMBER

M	T	W	T	F
		1	2	V
V	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
	T=20 27		S=20 24	

OCTOBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
	T=21 48		S=21 45	

NOVEMBER

M	T	W	T	F
1	2	3	4	5
8	9	10	S/C	C
V	16	17	18	19
22	23	24	V	V
29	30			
	T=19 67		S=18 63	

DECEMBER

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	V	V
V	V	V	V	V
	T=16 83		S=16 79	

JANUARY

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	T
24	25	26	27	28
31				
	T=21 104		S=20 99	

Early Dismissal Dec. 22nd

FEBRUARY

M	T	W	T	F
1	2	3	4	5
7	8	9	10	11
14	15	16	17	18
V	A	23	24	25
28	29			
	T=19 123		S=19 118	

MARCH

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
V	V	V	V	V
	T=18 141		S=18 136	

APRIL

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	A	V
24	25	26	27	28
	T=18 159		S=18 154	

MAY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	A
V	30	31		
	T=21 180		S=21 175	

JUNE

M	T	W	T	F
			1	2
5	6	7	8	T
	T=7 187		S=6 181	

STUDENT/CONFERENCE DAY

Nov. 11, 1999

8:00-11:30 a.m. - students

1:00-4:00 pm and 6:00-8:00 pm - conferences

CONFERENCE DAY

Nov. 12, 1999 - 8:00-12:00 noon

T Teacher work day, no students
S/C Half student/half conference day
C Conference day
I Inservice day

A Make up snow day-Archer day
V Vacation period, holiday, or other non-working day

181 Student
Days
187 Teacher
Days

The teacher work year will be no more than 187 days and the student year will be no more than 181 days. If act of God make-up days are necessary (beyond those permissible by law), the first such day beyond the A days will be June 9, 2000 and all workdays following as negotiated. The 2000-2001 and 2001-2002 calendars will be negotiated to obtain the required number of hours of pupil instruction

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be required by the Board in an investigation of any teacher unless requested by the teacher.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Individual contracts for the ensuing school year shall be issued by the Board to all teachers, by October 1 of that school year.
- C. This Agreement shall supersede any rules, regulations or practices of the Board or its agents, which shall be contrary to or inconsistent with its terms.
- D. Copies of this Agreement shall be duplicated by the Board and presented to all teachers now employed and hereafter employed.
- E. The Board agrees to maintain a list of certified substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 a.m. to report unavailability for work. It shall be the responsibility of the Board to obtain the substitute when considered necessary by the Administration.
- F. Supervision of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher shall receive special compensation for such effort, such as reimbursed by the college.
- G. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- H. For the purpose of this contract the term "day" shall be defined as a teacher working day except that during the normal summer break they shall refer to the normal five working days of the week.

ARTICLE XXVIII

MENTOR TEACHER PROGRAM

- A. Section 1526 of the School code of 1976 as amended by PA339 (1993) requires that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher".

- B. In order to formally implement a Mentor Teacher Program, the District and the Association have established the following policy:
 - 1. This Program shall be in place to assist beginning teachers who are new to the profession.
 - 2. The selection and appointment of all Mentor Teachers will be the responsibility of the District in its sole discretion. When feasible, the administration may seek input and recommendations from the building school improvement team or other staff advisor committee.
 - 3. It is understood that in order to implement Section 1526 and deal with special situations which may arise, Mentor Teachers may be selected from among professional personnel outside the District such as college professors or retired professional employees, as well as from the instructional staff. Administration may serve as mentors if mutually agreed by the District and Association.
 - 4. Mentor Teachers will be appointed on a voluntary basis. Current teachers willing to serve in this capacity will submit their names to the principal or supervisor in accordance with any procedures adopted by the District. In order to serve as a Mentor Teacher, a staff member must be tenured and have completed at least five years of successful teaching with three of those in the Coleman Community Schools and the staff member must also have consistently demonstrated excellence in teaching.

The Mentor Teacher assignment shall be for one (1) year and subject to review by the Mentor Teacher and the beginning teacher after three (3) months. In the event that the beginning teacher, the Mentor Teacher, or the principal or supervisor find the relationship incompatible, the District may in its sole discretion select a new mentor for the beginning teacher. The appointment may be renewed in succeeding years.

- 6. Selected Mentor Teachers will be required to participate in staff development programs on mentoring provided by the District or its designee and to perform other duties outlined by the District and required by the Tenure law. All of these activities and duties will be for the express purpose of helping beginning teachers become more effective instructors.

7. Those selected Mentor Teachers who are currently employed in the District shall be eligible to receive a Five-Hundred Dollar (\$500.00) annual stipend during any year that they serve as a Mentor Teacher. This amount will be pro-rated for less than an entire year of service. Where teachers new to the profession are assigned to more than one building, more than one mentor may be assigned and eligible for this benefit.
8. For purposes of job performance evaluations, the relationship between the Mentor and the beginning teacher shall be collaborative and confidential. Criminal conduct, Board Policy and/or School Code violations will be reported to the appropriate authorities. Information provided by Mentors will not be used in evaluations.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement incorporates the entire understanding of the parties and all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, except the school calendar and pupil hours of instruction whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

This Agreement shall continue in full force and effect without change until June 30, 2002.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

Manuel Hagon
President

Mary L. Loose
President

Mark Litchford
Secretary

Nelen Ripman
Secretary

Al C. Spalding
Negotiations Chairman

Jim Archer
Negotiations Chairman

Dated this 17 day of MARCH 1999.

APPENDIX A

COLEMAN COMMUNITY SCHOOLS

GRIEVANCE REPORT FORM

Grievance # _____

Building _____
Grievant _____
Date Filed _____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature of CEA Rep.
Date: _____

Signature of Grievant

C. Disposition of Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature of CEA President
Date: _____

Signature of Grievant

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature of Superintendent

Date

C. Position of Grievant and/or Association _____

STEP III

A. Date Submitted to Arbitration _____

Date of Decision

Signature of Arbitrator

**Compensation Formula for Yearly Salary Increases
Year 1999-2000**

A. ___1999-2000___ Foundation Allowance			\$5,696.00	
B. ___JUNE 1999___ State Aid Membership			1,085.53	
C. Projected Foundation Allowance Revenue for upcoming year (A * B)			<u>\$6,183,178.88</u>	
D. Previous Year Foundation Allowance Revenue			\$5,914,035.12	
E. Projected Increase in State Aid Revenue (C-D)			<u>\$269,143.76</u>	
F. Total New Dollars available for Compensation (60 % * E)			\$161,486.26	
G. Projected Increase (or decrease) in Compensation Costs for upcoming year				
		Prev Yr	Cur Yr	
1. F.I.C.A.		<u>7.65</u>	<u>7.65</u>	\$0.00
2. Retirement		11.12	11.66	\$15,621.17
3. Worker's Comp		0.21	0.22	\$289.28
4. Longevity Increase		62400.00	63600.00	\$1,200.00
		(base amt)		
5. Steps Increase		<u>44671.00</u>	54636.00	\$54,636.00
		(prev yr)		
6. MESSA PAK (1998-99)		<u>Inc Cost</u>	<u>Number</u>	
	Plan A	78.61	69	\$65,089.08
	Plan B	-6.55	0.5	(\$39.30)
	Deduct	6,600.00	6,900	<u>\$300.00</u>
6. Total (Increase or Decrease) in projected Costs for upcoming year				\$137,096.23
H. TOTAL NEW DOLLARS AVAILABLE FOR SALARY INCREASE (F- G5)				\$24,390.03
I. FICA, W/C, RETIREMENT COSTS		19.53%		\$4,763.37
J. NET NEW DOLLARS AVAILABLE FOR SALARY INCREASE (H - I)				\$19,626.66
K. FINAL PERCENTAGE INCREASE TO SALARY SCHEDULE(J/PREV YR TOT SALARY)				0.68%
PREV YR TOTAL SALARY		\$2,892,809		
		Represents 2 day increase in calendar		1.08%
				0.68%
				1.76%

APPENDIX B(2)

CALCULATION DESCRIPTIONS

- A. Foundation Allowance for upcoming school year as approved by the state.
- B. State Aid Membership as received on the expiring school year's June State Aid report.
- C. Projected Foundation Allowance Revenue for Upcoming School Year (Foundation Allowance times State Aid Membership).
- D. Previous year Foundation Allowance Revenue.
- E. Projected Increase in State Aid Revenue (Projected Foundation Allowance Revenue minus Previous Year Foundation Allowance Revenue).
- F. Negotiated Percentage @ 60% * Projected Income on State Aid Revenue.
- G. Projected Increase (or Decrease) in Compensation Costs for Upcoming Year.
 - 1. Change in FICA % rate for Upcoming Year times Previous Year's Total Salaries.
 - 2. Change in Retirement % Rate for Upcoming Year times Previous Year's Total Salaries.
 - 3. Change in Worker's Comp Rate for Upcoming Year times Previous Year's Total Salaries.
 - 4. Longevity Increase or Decrease is established by taking the base amount of \$75,600 minus the projected longevity as known on June 30th of the Expiring School Year.
 - 5. Steps Increase as known on June 30th of Expiring Year.
 - 6. MESSA Rate Increase (or Decrease) from Expiring Year's Total Cost. (Including cost of Projected Deductibles.)
 - 7. Total Increase (or Decrease) in Projected Costs for Upcoming School Year.
- H. Total New Dollars Available for Salary Increase (F-G7).
- I. FICA, Worker's Compensation, Retirement Costs as a Percent of New Dollars.
- J. Net New Dollars Available for Salary Increase (H - I)
- K. Final Percentage of Increase to Salary Schedule (determined by new dollars available (J) Divided by previous year's Total Salary Expense as known on June 30th of the Expiring Year).
- L. Any raises, grants or one-time payments from the state over the state foundation allowance will be negotiated and/or reverted to the 60% already negotiated on Appendix B(1).

