

4505

~~Jane Kelley~~

8/15/00

COLLECTIVE BARGAINING AGREEMENT

between

COLON BOARD OF EDUCATION

and

**SOUTHWESTERN MICHIGAN EDUCATION
ASSOCIATION**

1997-2000

Colon Community Schools



COLLECTIVE BARGAINING AGREEMENT

between

COLON BOARD OF EDUCATION

and

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

THIS AGREEMENT is made as of the date hereinafter set forth by and between **COLON COMMUNITY SCHOOLS, ST. JOSEPH, KALAMAZOO AND BRANCH COUNTIES, MICHIGAN**, acting by and through its Board of Education (hereinafter called the "Employer") and **SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION** (hereinafter called "SMEA").

WITNESSESTH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 Purpose.** The general purpose of this agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Employer, the employees and the bargaining representatives.
- 1.2 Recognition.** The Employer recognizes SMEA as the sole and exclusive collective bargaining representative for all K-12 certified teachers, including guidance counselors and librarians, but excluding all per diem substitute teachers, teachers' aides, part-time employees employed under a multi-Employer agreement, and all other administrative, supervisory and executive positions, including the position of athletic director.
- 1.3 Dual Employment.** If a teacher is also employed by the Employer to perform non-bargaining unit duties, this contract shall be extended to the teacher in his teaching capacity only and shall exclude his non- bargaining unit position.

ARTICLE 2

CONTRACT INTERPRETATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

2.1 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

2.11 Association means the Colon Education Association, (CEA), Southwestern Michigan Education Association, (SMEA), Michigan Education Association, (MEA) and/or the National Education Association, (NEA)

2.12 Day means a day when the school is open and teachers are scheduled to report for duty, except that during summer recess, day means a regular business day excluding holidays and weekends.

2.13 Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom that calls for immediate action.

2.14 Party means the Employer or the Association.

2.15 Part-time Teacher means a teacher regularly employed under contract for less than a full work week or full work day, or a teacher employed for less than a full school year. The fringe and leave benefits of a part-time teacher shall be proportionately reduced.

2.16 Teacher means a member of the bargaining unit. Reference to male teachers shall include female teachers and all masculine pronouns shall be used ecumenically to include both males and females.

2.2 General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:

2.21 Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.

- 2.22 Other Rights.** Nothing in this Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or of a teacher to any benefit shall be determined solely by the terms of the collective bargaining agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this agreement in any subsequent agreement and any benefit in this agreement shall be subject and subordinate to any such subsequent change.
- 2.23 Seniority Limitations.** A teacher shall not earn seniority while on layoff or while on an unpaid leave of absence unless the terms of this agreement, or of a teacher's leave of absence agreement, expressly otherwise provide.
- 2.24 Subordination.** Any individual contract or letter of agreement between the Employer and the teacher for the performance of duties which are subject to the terms of this agreement, shall be subject and subordinate to the provisions hereof.

ARTICLE 3

EMPLOYER RIGHTS

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

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

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

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 Association Rights. In order to facilitate the administration of this Agreement, the SMEA shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

4.11 Meeting Facilities. The use of school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Employer for the use of its facilities.

4.12 Services and Equipment. The Association may use designated Employer equipment with a usage cost to be agreed upon by the parties. The Employer shall be reimbursed by the Association for all supplies used and for any damages.

4.13 Employee Communications. SMEA shall have the right to communicate with bargaining unit members through the use of a bulletin board in each teachers' lounge, or the reasonable use of the school mail service. All materials shall bear the name of SMEA and the name of the person authorizing the posting or distribution thereof. No SMEA materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards and no displayed material shall be derogatory to the Employer nor to any employee. SMEA shall save and hold the Employer harmless from any and all expense or liability whatsoever arising out of the preparation and/or use of any such materials.

4.14 Association Security.

4.141 Deduction of Membership Dues. 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 the dues, assessments and contributions to the SMEA, NEA, and local employee unit as designated by the SMEA, such authorization to continue in effect unless revoked in writing to the Association treasurer between August 1 and August 30 of any given year. Such sum shall be deducted nine (9) substantially equal monthly deductions beginning with the first salary check in October and every other pay period thereafter. If the list is not submitted from the treasurer timely then the deductions would be made double the next month.

4.142 Service Fee. 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 a service fee to the Association equal to the amount uniformly assessed teachers, provided that the teacher may authorize payroll deductions in the same manner as provided in section 4.141 of this article. In the event that 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.

4.143 General Administration. SMEA shall certify in writing to the employer not later than twenty (20) calendar days following the beginning of the school year the authorized amount to be deducted for each bargaining unit member electing payroll deductions. Monies so deducted shall be remitted to the Association or its designee no later than ten (10) days following each deduction, accompanied by a list of employees from whom deductions have been made.

4.144 Indemnification. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this agreement expressly agrees to indemnify and to save to the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Board's compliance with the provisions of this article. If indemnification provisions are found to be unlawful; the Board's duty to make involuntary deductions shall cease.

4.145 Contributions to MEA/PAC and NEA/PAC are voluntary and members have the right to refuse to contribute without suffering any reprisal. Making a contribution is neither a condition of employment nor a condition of membership in NEA, MEA or any of its affiliates.

4.15 Board Policies and Minutes. The Employer shall provide SMEA with a copy of the approved minutes of each open session of the Board of Education and shall make available in each teachers' lounge a current copy of those Board of Education policies which relate to the performance of the professional duties of the teachers using such lounge.

4.2 Association Responsibilities. SMEA shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

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

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

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

ARTICLE 5

TEACHER RIGHTS AND RESPONSIBILITIES

5.1 Teaching Aids and Facilities. The Employer shall provide for each school facility to the extent reasonably available:

- A. Typing and duplicating facilities for the preparation of necessary instructional materials and, whenever practicable, clerical assistance for duplicating such materials;
- B. Desk, closet and shelf space for each teacher;
- C. Telephone facilities for professional use. Personal calls may be made subject to applicable Employer rules. All personal calls shall be made on credit cards. No personal calls may be charged to the Employer;
- D. Parking facilities maintained and identified exclusively for teacher use;
- E. Restroom and lavatory facilities and one room, appropriately furnished, which shall be reserved for faculty use as a lounge to serve the functions of lunchroom, preparation and relaxation room. This lounge shall be designated as a no smoking area.

5.2 UTP Membership and Activities. A teacher has the right to join or not to join, maintain or drop his membership in the UTP and neither party shall exert any pressure on or discriminate against any teacher by reason of his joining or refusing to join the UTP or by reason of his participation any lawful activities of the UTP. A teacher shall have the right to participate in any lawful activities of the UTP concerning the negotiation or the administration of this Agreement. A teacher shall have the right to wear an insignia, pin or other identification of membership in any unit of the UTP, provided that under no circumstances shall the teacher cause students to be involved in the activities of the UTP nor shall the activities of the UTP in any way interfere with the performance of the professional duties of a teacher or the employment duties of any other employee.

5.3 Citizenship Rights. A teacher is entitled to full rights of citizenship and no religious or political activities of a teacher, or the lack thereof, or the private and personal life of a teacher shall constitute grounds for any discipline or discrimination with respect to the professional employment of the teacher except as such conduct or activity shall materially interfere with the discharge of the teacher's professional responsibilities.

5.4 Protection of Teachers. Subject to applicable laws and regulations:

- A. A teacher shall have the right to take such action as may be authorized by the Employer to protect the safety of the teacher, the safety of other persons, or preserve or protect property.
- B. A teacher shall receive from the Employer reasonable support and assistance in maintaining control and discipline of students while under the jurisdiction of the Board of Education.
- C. If a teacher is assaulted by a student, the teacher shall promptly report such assault to the Employer. If the teacher is subpoenaed to appear in criminal proceedings arising out of an assault by a student, the time lost shall not be charged against the teacher.

5.5 Personnel Files. The Employer shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

- A. A teacher shall have the right to review the contents of his personnel file during regular business hours upon prior request. A representative may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of a representative of the Employer. Any references or credentials received by the Employer with the understanding that such material would remain confidential shall not be subject to review.
- B. After the date of employment, a teacher shall be given prompt written notice of the intention to insert any materials in his personnel file which adversely reflect on the character of the teacher's professional services.
- C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from his file. Such written request shall set forth the factual basis for such claim. If the Employer shall fail within twenty (20) calendar days from receipt of such request to comply therewith, the teacher shall have the right to insert in his file a written statement, or other relevant material, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show

the existence of the teacher's filing and the material to which an objection has been made shall be attached to and released only with the material filed by the teacher.

5.6 Professional Evaluation and Growth.

5.61 Evaluation. The Employer shall be responsible for the evaluation of each teacher in the performance of his professional duties. Formal evaluations shall conform to the following guidelines:

5.611 Evaluation Objectives. The primary purpose of formal evaluations shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.

5.612 Criteria. The criteria for a formal evaluation shall be given to a teacher at least fifteen (15) days before an evaluation.

5.613 Evaluation Procedure. Each formal evaluation shall be in writing and shall be based on a minimum of twenty (20) consecutive minutes of observation conducted with the full knowledge of the teacher. A post-observation conference shall be held within ten (10) days after the formal observation. The teacher shall have the right to have a representative present. A preliminary copy of the formal evaluation resulting from the observation shall be given to the teacher at least one (1) calendar day prior to the conference. If changes are made to the preliminary copy, a final copy shall be given within ten (10) days after the conference. If the work of the teacher is unsatisfactory, the evaluator shall identify the deficiencies and identify specific improvement objectives. If the teacher disagrees with the observations, recommendations, or evaluation, the teacher shall submit within ten (10) days a written reply, which shall be attached to the evaluation, and be placed in the teacher's personnel file.

5.614 Evaluation Frequency. A probationary teacher employed for the full school year shall be formally evaluated at least once during each semester. A tenured teacher shall be formally evaluated at least once each three (3) years, such formal evaluation shall be made more than forty (40) days before the end of the school year.

5.615 Re-Evaluation. A teacher who has been rated unsatisfactory on a regular formal evaluation shall have the right to be re-evaluated by another administrator if:

- A. The request is made within five (5) days from the receipt of the final formal evaluation; and
- B. The teacher sets forth in writing the specific reasons for making the re-evaluation request.

5.62 Other Factors. The Employer may provide for such additional formal and informal observations, as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its employees. The evaluative opinions of the Employer shall not be subject to the dispute resolution procedure if the procedures herein set forth have been substantially followed.

5.63 Program of Assistance. A tenured teacher shall be placed on a program of assistance if the Employer determines through a formal evaluation that the professional competence of the teacher is not satisfactory. The program shall:

- A. Identify the areas requiring professional growth or adjustment;
- B. Contain specific suggestions or guidelines for improvement; and
- C. Provide for periodic review of a teacher's progress.

To the extent permitted by the Tenure Act, any compensation increase may be withheld, terminated, or adjusted in whole or in part until the satisfactory completion of the program. The teacher shall have the right to a private or a public hearing before the Board of Education prior to making any compensation adjustment. A request for a hearing must be made within (10) days from receipt of the proposed program. The Association agrees to encourage qualified teachers who could contribute to the success of a program of assistance to provide reasonable assistance.

5.7 Employee Conduct and Discipline.

5.71 Employment Rules. The Employer shall have the right to make such reasonable employment rules not in conflict with this agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations. The Association shall be provided with a copy of any such rule(s) or change in rule(s) prior to adoption and/or implementation.

Rules shall be deemed reasonable if the Association shall fail to object in writing within twenty (20) days of written notification of the pending rule(s).

If the Association provides a timely objection, the rule(s) shall be brought to the Professional Employee Relations Council (PERC) for negotiations.

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

- A. The teacher shall be advised in writing as to the specific violation which is alleged for which disciplinary action is to be taken. If the proposed disciplinary action is based on the complaint of a citizen other than a school district administrator or a student, and the complaint was in writing, the teacher shall be furnished a copy of the complaint.
- B. The teacher has the right to have a representative present at a formal conference at which the teacher is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Employer be restricted from taking such protective action as the Employer may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged.
- C. Except for the nonrenewal of a non-tenured teacher in their last year prior to the granting of tenure if the violation concerns the character of the professional services of the teacher, the teacher shall be advised as to the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard.
- D. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied. Nonrenewal of a probationary teacher shall not constitute discipline.
- E. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the dispute resolution procedure, except as expressly excluded by the provisions of such procedure.

ARTICLE 6

PROFESSIONAL SERVICES

6.1 Professional Commitment. The parties recognize that the professional commitment of a teacher cannot be precisely measured and that the full and adequate discharge of a teacher's duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.

6.2 School Year. The normal work year shall not begin earlier than August 15. The work year shall include:

A. Not more than

- (1) State mandated minimum work days with the addition of three staff days.
- (2) State mandated minimum contact days with students.

B. Not less than

- (1) Nine (9) vacation days during the fall semester.
- (2) Seven (7) vacation days during the spring semester.

6.21 The calculation of half days shall be determined by past practice except as applicable laws or regulations shall expressly otherwise require. After consultation with the Professional Employee Relations Committee (PERC), the Employer shall prepare a Colon Community School calendar for the work year which conforms to the guidelines herein above set forth.

6.22 Staff Meetings. Staff meetings shall be held on the fourth Monday of each month, excluding holidays. There will be no staff meeting in August nor in January provided that there is a full staff day in the month of January. Length of such staff meetings will be limited to 1.5 hours except in instances of mutual agreement by staff and administrators. School will be dismissed one hour earlier on those days. It is mandatory that each teacher attend professional staff meetings unless excused by the Employer.

Staff meetings shall have a printed agenda.

6.3 Professional Duties.

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

- A. One hundred fifty (150) minutes for preparation.
- B. A duty free lunch period of thirty (30) minutes each day.

The duties of a K-6 classroom teacher shall not include responsibility for:

- A. Noon hour lunchroom or playground supervision.
- B. Collecting money for lunch and milk.

6.32 7-12 Classroom Teachers. The normal work week for a full-time teacher regularly assigned as a 7-12 classroom teacher shall include:

- A. One (1) preparation period each day.
- B. A duty free lunch period of thirty (30) minutes each day.

The duties of a 7-12 classroom teacher shall not include responsibility for:

- A. Noon hour lunchroom and hall supervision, except when assigned in place of classroom supervision.
- B. Collecting money for lunch and milk.
- C. Permanent record keeping.

A Junior-Senior High School teacher shall not be required to accept more than four (4) different course preparations for a seven (7) period day for each full semester provided that a teacher may be required to take an additional course in the case of an emergency and provided further that this course limitation shall not be applied to music, art, physical education, vocational, special education and other similar subject areas more restrictively than the past practices of the Employer. For the purpose of this provision, course shall mean subjects offered by the Employer to students for credit with different titles and requiring daily preparation.

6.33 Other Classroom Teachers. The preparation time for a full time teacher for art, band, music, and physical education who provides instruction for K-6 students shall be scheduled by the Employer to provide equivalent planning time.

- 6.34 Non-Classroom Teachers.** The normal work schedule for a full-time non classroom teacher, including librarians and guidance counselors, shall include a duty free lunch period of thirty (30) minutes each day and planning time scheduled by the Employer equivalent in amount to the planning time of the grade group to which assigned.
- 6.35 Part-time Teachers.** The normal work week for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.
- 6.36 General Professional Duties.** Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in such other professional activities as expressly assigned by the Employer or have customarily been performed by teachers employed by the Employer. The Employer shall give reasonable notice when scheduling inservice training, building staff meetings and parent/teacher conferences.
- 6.4 Student Activity Admission Fees.** The parties recognize the importance of teacher involvement in student programs and activities. Accordingly, each teacher shall receive without charge a student activity pass to all school sponsored student activity home events. A teacher while in attendance at any such activity shall provide such assistance as may reasonably be requested.
- 6.5 Regular Professional Assignments.**
- 6.51 Objectives and Criteria.** Both parties recognize the desirability of placing each teacher in a position which will most effectively use the teacher's skills and experience while providing for the staffing needs of the District.
- 6.52 Assignment Criteria.** Subject to the provisions hereinafter set forth, the professional assignment of a teacher shall be made by the Employer on the basis of the following criteria, namely:
- A. The contribution which the teacher could make to students in the new position.
 - B. The preference of the teacher for the assignment.
 - C. The qualifications of the teacher compared to the qualifications of outside candidates both for the position to be vacated and the position to be filled.
 - D. The opportunity for the professional growth of the teacher.

- E. The certification and/or qualification of the teacher, including the teacher's experience and ability to relate to the particular age level and subject matter.
- F. The benefits to be derived by the Employer in making the assignment.
- G. The length of service of the teacher in the District.

6.53 Assignment Procedure.

6.531 General Procedure. The Employer shall establish a written procedure, which shall include provision for:

- A. The request by a teacher for an assignment to a different class, building, or position shall be made in writing to the Employer. The application shall set forth the name and address of the teacher, the reasons for the assignment request, the school, grade, or position sought, and the applicant's qualifications therefore. The teacher may send a copy of the request directly to the local Association.
- B. Professional assignments shall ordinarily be within the scope of a teacher's certificate or his major or minor field of study.
- C. The tentative assignment of a teacher shall be made prior to the end of the Spring semester for the Fall semester if the teacher has stated his intention in writing prior to March 1 to return for the next school year. A teacher who will be affected by a change in grade or subject shall be consulted as soon as possible and prior to sixty (60) days before the opening of school if possible.
- D. An assignment request shall expire at the time the vacancy is filled, upon the termination of the employment of the teacher or the expiration of twelve (12) months, whichever shall occur.

6.54 Notice of Vacancies. It is the objective of the parties to provide a procedure for the notification of teachers of the existence of present and

future vacancies in the bargaining unit. The following guidelines shall be observed, namely:

- A. If a vacancy occurs during a semester, the Employer may temporarily fill the position for the remainder of the semester in order to minimize any disruption in the educational program.
- B. If the vacancy is for a position which was temporarily filled during a semester or which will occur at the beginning of the Spring semester, the vacancy shall be posted within five (5) days in each school building.
- C. If the vacancy is for a position to be filled during the next school year and the existence of the vacancy is known at least fourteen (14) days prior to the end of the school year, notice of the vacancy shall be posted for five (5) days in each school building.
- D. In the case of all other vacancies, the Employer shall notify each teacher who has on file an assignment request for such vacancy.

6.55 Association Cooperation. The Association agrees to encourage teachers to notify the Employer at the earliest practicable time if they do not intend to renew their contract and further agrees to furnish the Employer from time to time information concerning the probability of future vacancies.

6.6 Student Activity Assignments. A teacher shall not have tenure in any student activity assignment. The initial assignment or reassignment of a teacher to an activity shall be for reasons satisfactory to the Employer. A student activity may be temporarily or permanently discontinued, included as a part of a teacher's regular professional assignment for additional compensation or in lieu of another professional assignment, or may be performed by a person who is not a member of the staff. Assignments shall be made in accordance with the following guidelines:

- A. An activity designated as assignment category "A" shall be assigned as part of a teacher's academic assignment.
- B. The acceptance of an assignment classified as assignment category "B" shall be voluntary. However, if no teacher possessing the necessary qualifications for the assignment requests such assignment, the Employer may assign an activity to a tenured teacher who has not held a category "B" assignment during the prior two (2) school years, except in an emergency. In that situation there will be only a one (1) year non-assignment period. An emergency is defined as a situation where there are no eligible teachers to fill the position.

- C. The acceptance of an assignment classified as assignment category "C" shall be voluntary provided that, if a teacher was employed with the understanding that the teacher would be assigned an activity related to his professional employment, the teacher shall accept such assignment. A category "C" assignment shall first be posted within the school. The Board will have complete discretion to select the individual for the position to be filled. Selection of an individual to fill category "C" assignments will not be subjected to the dispute resolution procedure.

Evaluations of coaching performance will be done by the administration for each sport coached. A written evaluation will be done at mid-season and a formal conference will be held at the end of each sport season. Evaluations will be utilized for reassignments as appropriate. Evaluations will be given to the evaluatee and an opportunity to discuss the results with the evaluator(s).

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

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

If the Employer accepts the Association's claim, the correction shall be made at a time mutually agreeable to the parties. If the Employer does not accept the Association's claim, the decision of the Employer shall remain in effect pending a determination under the Dispute Resolution Procedure starting with the Formal Conference Step. The remedy shall be limited to implementing the proper assignment unless it shall be determined that the Employer acted in bad faith.

6.8 School Improvement Plans (SIP)

- A. "SIP" as used in this article shall mean a school improvement plan as provided in Public Act 25 of 1990 or similar plans, programs, or processes such as "site-based decisionmaking," "school improvement teams," or any "outcome-based school committees.
- B. In the event that any provision of a SIP or application thereof violates, contradicts, or is inconsistent with this Agreement, the Agreement shall prevail.

- C. Teacher participation on a school improvement team shall be voluntary.

6.9 Inclusive Education

The parties acknowledge that the policy of least restrictive environment is legally mandated. They also recognize that the extent to which any individual disabled student should participate in regular education programs must be appropriate to that student's unique needs as determined by the Individual Education Planning Committee (IEPC). In providing services to disabled students, the parties agree that:

- A. A teacher providing services to a special education student shall be invited to participate in the IEPC process;
- B. The teacher is an instructional professional and will not be designated as the primary care provider. However, a teacher will perform necessary medical care in emergencies in which the teacher has been provided training by the district.
- C. The district shall strive to balance the number of disabled students assigned within a grade level or course section. This effort to balance will be a cooperative effort between the building principal and the affected teachers.
- D. When requested by the regular classroom teacher in whose class a disabled student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration prior to student placement in the classroom or at the earliest possible date, provided that the expense for such services is reasonable. The building principal or his designee shall also receive this training.

ARTICLE 7

AUTHORIZED ABSENCE

7.1 Interpretation. Since the absence of a teacher generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other members of the professional staff, and increases costs, it is the responsibility of each teacher to avoid unnecessary tardiness or absence. The provisions herein set forth are not intended to reduce the professional responsibility of a teacher or to provide a form of additional compensation. Rather, they are intended to meet the legitimate humanitarian and professional needs of a teacher in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

7.2 Leave Classifications. A teacher may be eligible to be absent for the following purposes:

7.21 Sick Leave. Sick leave shall be used for:

- A. Any physical or mental condition which disables a teacher from rendering professional services, excluding any condition compensable by Worker's Compensation, or resulting from other employment. Sick leave may be used for disability resulting from pregnancy.
- B. Any communicable disease which would be hazardous to the health of students or other employees; or
- C. Physical examinations; medical, dental or other health treatment which cannot be scheduled outside of the teacher's regular work day.

7.22 Funeral Leave. Funeral leave shall be used to attend the funeral of the deceased and/or to participate in usual bereavement activities. Family Funeral Leave is intended for the death of the spouse, mother, father, child, step-child, brother, sister, grandparent, or current mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild. Non-family Funeral Leave is intended for relatives or persons whose prior relationship to the teacher would be sufficient to warrant the attendance of the teacher at the funeral of the deceased.

7.23 Business Leave. Business leave shall be used only for business, professional or personal obligations which cannot reasonably be scheduled outside of the regular work day. By signing the leave form requesting

business leave, the teacher attests that the leave day requested shall not be used for other employment or for social, recreational, vacation, or other similar purposes.

7.24 Humanitarian Leave. A humanitarian leave is intended to permit the compensated or uncompensated authorized absence of a teacher for reasons not otherwise set forth herein. A humanitarian leave may be used for general health, adoptions, child care, family emergencies, education, or for meritorious reasons not otherwise provided herein. In determining whether to grant any such leave, the Employer shall consider:

- A. The staffing needs and other requirements of the Employer;
- B. The quality of the teacher's prior service;
- C. The probability that the teacher will continue his employment with the Employer;
- D. The length of service of the teacher;
- E. The purpose or purposes of the leave; provided that a teacher who has used all available sick leave shall be eligible to be placed on humanitarian leave until the end of the current school year.

7.25 Association Leave. Upon the request of the Association, the Employer shall grant a leave of absence to a teacher for the purpose of participating in UTP professional improvement programs or for conducting official Association business related to the administration or negotiation of this Collective Bargaining Agreement in accordance with the following guidelines, namely:

- A. The absence of the teacher shall not materially interfere with the discharge of the teacher's professional responsibilities.
- B. The Superintendent shall not be required to grant more than five (5) such Association leave days during each school year nor to grant leave on any one day to more than (2) teachers.
- C. The Association shall reimburse the Employer for the cost of a substitute.

7.3 Leave Compensation.

- A. The eligibility of a teacher to receive compensation and/or benefits for leave days shall be as set forth on Schedule "A".

- B. A teacher shall not be eligible for compensation and/or benefits for any leave which does not comply with the terms of this agreement or of the written leave agreement.
- C. No payment for unused leave shall be made. If a teacher does not complete a full school year, the Employer shall be reimbursed for any days or fractions of days used in excess of the earned leave days.

7.4 Authorized Leave Days. The number of authorized leave days shall be as set forth on Schedule "A". If a teacher is tardy or absent without authorization, the Employer shall have the right to deduct compensation and benefits as provided on Schedule "A". No leave days shall be earned by a teacher if a teacher is on a leave of absence, laid off, or otherwise not regularly providing services for the Employer.

7.5 Family and Medical Leave

Up to twelve (12) weeks leave shall be granted for the purposes of serious illness of the Employee or family member, or the birth or adoption of a child. If the leave is for the Employee's illness the Employee shall first exhaust accumulated sick days prior to placement on an unpaid leave of absence. The Employee shall submit upon request medical verification that the Employee's presence is required to care for the family member. The Employer may require the Employee return from such leave to occur at a grading period break depending upon the commencement of the leave. The Employee's health insurance benefits shall be continued during this twelve (12) week period on the same basis as if the Employee were continuing to work. However, if the Employee fails to return to work following the leave for reasons in the control of the Employee, the Employee shall reimburse the Employer the premium contribution costs. This provision shall be administered consistent with the Federal Family and Medical Leave Act.

7.6 Leave Administration.

7.61 Notice. A teacher shall give the Employer notice of his desire to be granted a leave as soon as he is aware that leave will be required so that the Employer will have the maximum time to provide for the teacher's absence. The minimum notice for requesting a leave, excluding illness or unforeseeable events, shall be seven (7) work days prior to the requested leave date, or regular Board of Education meeting, if Board approval is required.

7.62 Leave Limitations. All leaves shall be subject to the following limitations:

- A. A leave may be terminated early only with the consent of the Employer.
- B. A teacher may be required to disclose the specific use of a leave day.
- C. Leaves shall be taken in one (1) day increments, unless otherwise provided or agreed upon.
- D. The time for the departure and return of the teacher, (except for personal illness, a family death, or an emergency), shall assure continuity of instruction and shall be coordinated with the staffing needs of the Employer.

7.63 Leave Denial Procedure.

- A. A leave may be denied if the request does not comply with the leave provisions.
- B. A leave for other than personal illness or a family death may be denied if the teacher has failed to make adequate provision for the discharge of his professional responsibilities during his absence.
- C. A business leave may be denied if the Employer is reasonably unable to obtain an adequate substitute for the teacher.

If a leave request or compensation for a compensated leave is denied, the teacher shall have the right to receive a written explanation. By mutual agreement with a teacher, the Employer may agree to termination of employment with a right to be reinstated on mutually agreeable terms.

7.64 Written Records. Leave requests shall be made in writing on forms furnished by the Employer. The leave terms shall be in writing and approved by the Employer and the teacher prior to the commencement of a leave. A leave may be approved without a prior written request as a consequence of unforeseen circumstances or the inability of a teacher to file a written request, provided, that a written application is thereafter filed. Except in extreme emergencies, no pay will be given without the teacher completing the appropriate form for the type of leave requested within the payroll period, unless the emergency continues through the end of the payroll.

7.65 Verification. The teacher shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Employer determines that a teacher knowingly withheld or misrepresented material information concerning the purposes or the teacher's eligibility for leave or for any

leave benefits, the teacher may be disciplined, in addition to any other discipline, by the loss of all or any portion of the teacher's leave benefits due, or to be due, under this agreement.

ARTICLE 8

COMPENSATION AND BENEFITS

- 8.1 Basic Compensation and Fringe Benefits.** The basic compensation and fringe benefits shall be as set forth on Schedule "A", subject to the following provisions, namely:
- A. A teacher on the Longevity Schedule shall advance to the next step on the salary schedule upon the completion of two (2) consecutive satisfactory semesters, provided that the teacher shall have rendered professional services for more than sixty (60%) per cent of the work year. For the purpose of this provision, a teacher on a paid sick leave shall be deemed to have rendered professional services for the period of such leave.
 - B. Recognition of academic or certification advancement shall be made at the beginning of the semester following the submission by a teacher of proper verification of such advancement.
- 8.2 Compensation Adjustments.** The basic compensation and/or benefits of a teacher on the Longevity Schedule shall be adjusted as follows:
- A. Overload, substitute and part-time adjustments shall be made as set forth in Schedule "A".
 - B. Salary adjustments for professional services required beyond the regular work year or for deduction in pay shall be made as provided on Schedule "A".
 - C. The compensation of each teacher for student activities shall be set forth on Schedule "B".
 - D. The Employer may pay additional compensation for the performance of professional assignments requiring additional professional responsibility, effort, or skill. The amount of such compensation shall be determined by the Employer and the teacher after consultation with the SMEA. The additional compensation shall terminate upon the completion of the assignment.
- 8.3 Teaching Experience.** Credit for experience obtained with another Employer, including military service and vocational experience, may be given by the Employer in determining compensation.

8.4 Graduate Credit. A certified teacher who does not hold a Master's degree shall be entitled to receive reimbursement at the rate set forth in Schedule "A" for each semester hour of graduate credit, or the actual charge of the institution, whichever shall be less, provided that the credit hours earned were:

- A. In an approved masters program in a subject matter approved by the Employer and which is over and beyond the hours required for a renewal of the professional education certificate.
- B. Given by an institution approved by the Employer.
- C. Earned while an employee of the Employer.
- D. The teacher received a mark of not less than "B", or its equivalent.
- E. The right of a teacher to be reimbursed is dependent upon written approval to take the course. Written approval must be gained no later than seven (7) calendar days after the first day of class.
- F. This provision shall not preclude the employer from authorizing reimbursement on other prior approved graduate or accredited programs where such courses shall benefit the district.

8.5 Allowances and Expenses. A teacher required in the discharge of his duties to drive his personal motor vehicle shall be reimbursed as set forth on Schedule "A". The Employer may provide transportation in lieu of mileage. A teacher shall be reimbursed for expenses incurred in attending Employer approved conferences or visitations as set forth on Schedule "A".

8.6 Mentor Teachers

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. Each probationary teacher in his/her first three (3) years in the classroom shall be assigned a voluntary Mentor Teacher who shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
3. Upon request, the Administration shall make one half (1/2) day of release time per marking period so the Mentor Teacher may work with the probationary teacher in his/her assignment during the regular work day. Where possible the

Mentor Teacher and Probationary Teacher shall be assigned common preparation time.

4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward quality instruction, the and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

ARTICLE 9

LAYOFFS AND RECALLS

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

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

- A. A layoff of not more than thirty (30) days shall be determined by the Employer to meet the Employer's temporary staffing requirements. A teacher on temporary layoff may be placed on long term layoff.
- B. A layoff of more than thirty (30) days shall conform to the following guidelines:
 1. Unless the Employer and the Association shall have agreed to a different order of layoff, teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are certified and qualified to perform the duties of the positions to be filled and such layoff does not violate any applicable laws, regulations or agreements.
 2. The Employer shall give not less than twenty (20) calendar days notice of layoff.
- C. Any layoff shall suspend for the duration of the layoff, the Employer's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement. However, a teacher shall be eligible to receive any benefits and salary which were earned in accordance with Schedule A-2.3, but not yet paid prior to the layoff.
- D. If the layoff opens a position, that position shall first be posted internally for five (5) business days.

- E. If the number of teachers in a building/subject area is to be reduced the employer shall first seek a volunteer for transfer to any vacant position. If there are no volunteers, the least senior teacher in the effected grade level(s)/subject area(s) may either:
1. displace the least senior teacher in the building/subject area (unless they are the least senior teacher, or,
 2. Elect to fill their choice of any existing vacancy.

The teacher who is displaced from the building/subject area may choose any existing vacancy.

In all cases, the teacher must be certified to teach in the assignment. If the assignment requires any special training, the employee will be trained for the position at the employer's expense. In no case will the employer be obligated to pay for the employee to acquire new endorsement(s) on his/her teacher certificate.

- F. Involuntary Assignments. A teacher shall not be involuntarily permanently assigned unless:
1. The employer has reasonably been unable to voluntarily assign an eligible teacher; and,
 2. The employer has reasonably been unable to hire a new eligible teacher, or the hiring of a new teacher would authorize the layoff of an existing teacher.
 3. Eligible teacher means a teacher who the employer has determined is certified and qualified to perform the duties of the position to be filled and whose assignment will not violate any applicable laws, regulations, or agreements.
 4. Permanently assigned means a professional assignment extending for a full school year or more.
 5. The provisions of this section, F, shall not apply to student activities assignments.

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

- A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on temporary or long-term layoffs.

- B. If no recall date is set forth in the notice of layoff, the Employer shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Employer of any change in address. If a teacher fails to report to work at the time specified in the notice, which time shall not be less than fifteen (15) days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Employer, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Employer.
- C. For the purpose of this section, an eligible teacher means a teacher who the Employer has determined is certified and qualified to perform the duties of the position to be filled and whose recall will not violate any applicable laws, regulations or agreements.

9.4 Seniority. The Employer shall maintain an up-to-date seniority list, based on service dates only, a copy of which shall be furnished to the Association at least once each year. Within twenty (20) days of provision of the seniority list, the Association shall provide any objections to the list; thereafter, the list shall be final and conclusive. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, seniority will be determined as follows:

- 1) Any years of teaching experience in addition to current experience in the district, and then, if seniority shall still be equal,
- 2) The number of graduate hours.

It shall be the responsibility of the Association to furnish the Employer with this information. If such information shall not be reasonably furnished by the Association, the Employer shall treat the teachers as having equal seniority.

The service date is the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once by the Employer. A break in service of not more than twenty-four (24) calendar months or an authorized leave of absence shall not be an interruption of service, but such period shall not be included in the determination of the total amount of seniority except as required by law or the terms of a leave of absence shall otherwise provide. Someone on an unpaid leave of absence shall maintain but not accrue seniority.

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

9.6 Applicable Law. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations, including the Teacher Tenure Act, and to any agreements with any governmental agency. An employee may not file a grievance on the layoff and recall while seeking recourse under the Tenure Act or an alternative forum.

ARTICLE 10

DISPUTE RESOLUTION PROCEDURE

This article sets forth a dispute resolution procedure to minimize the occurrence of disputes and to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement.

10.1 Resolution Representative. Each party shall designate a representative to administer the contract. The representatives shall meet at least monthly and shall seek to identify problem areas and resolve conflicts.

10.2 Review Levels.

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

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

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

A reply shall be filed within ten (10) days from the receipt of the written claim.

The content of any evaluation shall not be grievable. The qualifications, certifications and/or licenses required for any position shall not be a subject for a grievance.

10.23 Formal Conference. If the reply is not satisfactory to the claimant, a formal conference with the Superintendent may be requested in accordance with the following rules, namely:

- A. The claimant must make the request within ten (10) days from the receipt of the reply to the written claim.
- B. The formal conference shall be held within ten (10) days following the receipt of such request.
- C. The purpose of the formal conference shall be to seek a positive and constructive disposition of the claim and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the claim shall be in writing.
- D. If the parties are unable to reach agreement, the Superintendent shall file a reply within fifteen (15) days after the completion of the formal conference.
- E. If the grievance has not been satisfactorily resolved, the grievant(s) may, within ten (10) days of receipt of the Superintendent's or his designated representative's decision, submit an appeal to the Board of Education through the Superintendent's office. The Board of Education or the Board Personnel Committee shall, at its next regularly scheduled meeting following receipt of the appeal, meet with the grievant(s) and with representatives of the Union for the purpose of reviewing the grievance provided receipt of the grievance is at least five (5) days prior to the scheduled meetings. The meeting shall be public or private, at the option of the grievant(s), to the extent permitted by law. The Board or the personnel committee shall within ten (10) days after such meeting, render its decision in writing to the grievant(s) with a copy to the Union representative.

10.24 Dispute Resolution. If the claim is not satisfactorily resolved by a Board conference, the Association may request arbitration in accordance with the following:

- A. Arbitration must be initiated within fifteen (15) days from receipt of the reply. Notice of the demand for arbitration shall be provided to the Board at that time.

- B. The Arbitrator shall be furnished by the Michigan Department of Labor, Bureau of Employment Relations, unless the parties mutually agree to an arbitrator.
- C. Arbitration shall be conducted in accordance with such rules as may be established by the American Arbitration Association. The Arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
- 1) The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2) The Arbitrator shall have no power to establish salary scales.
 - 3) The Arbitrator shall have no power to rule on any of the following:
 - a) The termination or nonrenewal of services of any probationary teacher.
 - b) Any matter involving the content of an evaluation, unless it is a claim of failure to follow contractual procedures.
 - c) The filling, termination or renewal of extra duty positions.
- D. The Arbitrator shall have no power to change any practice, policy or rule of the Employer or to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The Arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement.
- E. The Arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an Arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

- F. There shall be no appeal from an Arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.
- G. Neither party shall be permitted to assert in the arbitration hearing any ground or evidence not previously disclosed to the other party.
- H. Claim for Back Pay - The Employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.
 - 1.) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
 - 2.) No decision in any one case shall require a retroactive wage adjustment in any other case.

10.3 General Procedures.

10.31 Definitions. As used in this article the word;

- A. "Claimant" means the party or employee filing the claim. If a claimant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission which the claimant alleges violates one or more provisions of this Agreement.

10.32 Form of Action. All claims, replies and requests shall be in writing and shall be filed with the other party and with the employee, if applicable.

10.33 Exclusions. The claim procedure shall not apply to:

- A. Any claim in which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a claimant shall have one (1) remedy only.
- B. Any provision of the Agreement which contains an express exclusion from this procedure.

- 10.34 Provisional Relief.** A party may at any stage of the proceedings provisionally grant in whole or in part the relief requested by the claimant. Neither a provisional grant of relief, nor the failure to grant such relief, shall be considered as an admission, it being intended only for the purpose of permitting a party to mitigate damages pending a final determination of the claim.
- 10.35 Withdrawals and Denials.** Any claim or request for advancement to the next claim level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any claim which is not answered within the time specified shall be deemed to have been denied and the claim shall automatically advance to the next claim level unless withdrawn, except that any time limitation may be extended by mutual written agreement between the parties.
- 10.36 Costs.** Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the Arbitrator shall otherwise decide. Each party shall be responsible for its own costs. Days lost shall be deducted from Association days.
- 10.37 Contract Termination.** The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a dispute filed prior to such expiration date.

ARTICLE 11

GENERAL PROVISIONS

- 11.1 Notices.** Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:
- A. Employer's Address: (Contract Administrator)
Office of the Superintendent
Colon Community Schools
Colon, Michigan 49040
 - B. Association's Address: (Contract Administrator)
Southwestern Michigan Education Association
180 E. Michigan Ave.
Three Rivers, MI 49093
 - C. Teachers: As set forth in the records of the Employer or to such other address as a party or a teacher shall hereafter furnish in writing.
- 11.2 Successor Agreement.** The negotiation of a new agreement shall begin upon written request of either party made not earlier than January 1 prior to the contract expiration date.
- 11.3 Scope, Waiver and Alteration of Agreement.** This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The parties may from time to time bring matters of mutual concern to PERC for consideration. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 11.4 Non-Discrimination.** Each of the parties agree that provisions of this Agreement shall be applied uniformly and without discrimination.
- 11.5 Duplication of Agreement.** The parties shall share equally the cost of furnishing a copy of this Agreement to each employee in the bargaining unit during the term of this Agreement.

11.6 Legislative Changes

11.61.

The Michigan Legislature has enacted, and continues to enact, laws which impact the terms and conditions of employment for public school employees. The parties wish to provide and acknowledge an appropriate forum for negotiations with respect to the impact of these new laws. Accordingly, the parties do hereby agree to modify the present Agreement as follows:

1. Prior to implementing any of the changes mandated as a result of legislative revision(s) of the School Code or the State Aid Act, the parties agree to initiate collective negotiations over these topics.
2. Final agreements shall be incorporated into the existing master Agreement between the parties as an amendment to that Agreement.
3. The terms and conditions of this Agreement shall be enforceable under the terms of the Grievance Procedure, Article 10, of the negotiated Agreement between the parties.
4. The above terms will in no way diminish the employer rights as cited in Article 3.
5. This Letter of Agreement shall expire at midnight on August 15, 2000.

11.62

This agreement indicates the number of days and dates that students will be in attendance.

It is also understood that the student contact hours will be no less than the present hours of student contact.

The difference between the 183 contract days proposed in the Common Calendar and the actual days previously agreed upon will be a negotiable item in each LEA.

The number and use of the indicated county staff days, other than the day indicated as the Regional staff day, is still within the scope of the individual local collective bargaining agreement.

Any change in the school day to meet the required state mandated hours and any increase in student contact hours above the state required minimum is also within the scope of the individual local bargaining unit.


It is also understood that the intent of the staff days is to include all school staff; administrative, professional and educational support personnel, in not only the training; but also in the planning of said day.

11.7 Effective Date and Termination. This Agreement shall commence as of the date of its execution by both parties and shall remain in full force and effect until midnight, August 15, 2000.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of _____, 1997.

COLON COMMUNITY SCHOOLS
BOARD OF EDUCATION

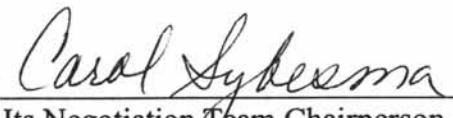
By 
Its President

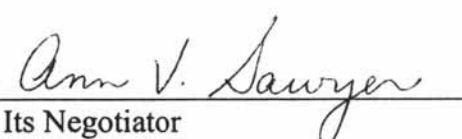
By 
Its Secretary

By 
Its Superintendent

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION/COLON
EDUCATION ASSOCIATION

By 
Its President

By 
Its Negotiation Team Chairperson

By 
Its Negotiator

SCHEDULE A

COLON COMMUNITY SCHOOLS

1997-2000

A 1.1 Compensation Adjustments

- A. An elementary teacher assigned to more than 1 grade at a time will receive either a pay increase of three percent of the base pay or ten percent reduction in class size, as compared to others of the same grade levels, the option to be determined by the Employer.
- B. Loss of preparation time will be compensated at:
 - 1) the regular substitute rate for an irregular assignment, or
 - 2) the prorated amount of 1/6 of the teacher's salary for a regular teaching assignment.
- C. Substitute teacher pay for members of the bargaining unit shall be compensated at \$12.90 per high school teaching period.
- D. Salary adjustments for professional service required beyond the regular work year or for deduction in pay shall be made in accordance with the following schedule, namely: Hourly = Teacher's salary divided by 1464
- E. Teachers employed full time buy the Colon Community School District for twenty (20) years will receive in addition to the salary schedule Longevity as follows: In the twentieth year they shall receive \$360.00. For each year thereafter they shall receive an additional \$80.00 to a maximum of \$1080. This shall be paid in two installments, one at the end of each semester to be paid on a non-payroll Friday.
- F. When a teacher with a minimum of twenty (20) years of teaching experience, voluntarily terminates their employment with Colon Community Schools via a written resignation, they will receive one-fourth (1/4) the current substitute teacher rate for each unused sick day they have accumulated. The teacher must give a minimum of thirty (30) days notice from receipt of date of the resignation.

- G. Due to the need to lengthen the school year, the added payment to each teacher will be as follows:

After June 5, 1998 \$15.19 per hour

A-1.2 Salary Installments.

Salary shall be paid in 21 or 26 installments as requested by each teacher at the beginning of each school year. Teachers desiring their summer pay in a lump sum shall submit a letter stating such no later than May 1 or each year. Teachers being paid in 21 installments or summer pay in a lump sum will receive final payment the Friday following the completion of all work and checkout procedures.

A-2. Insurance Benefits

A-2.1 Benefit Plans. Subject to the provisions hereinafter set forth, each teacher shall have the right to select either Plan "A", "B", or "C", and all teachers shall receive Plan "D" benefits.

Plan A: Subject to any applicable contribution adjustments, the Employer agrees to contribute to MESSA health and medical insurance premiums, as follows:

Insured	Monthly Premium Contributions		
	97/98	98/99	99/00
Individual	FULL COVERAGE		
Two Person	\$488.10	\$536.91	\$590.60
Full Family	\$542.24	\$596.46	\$656.11

- A. The employer agrees to carry forward each employee's unused funds for health insurance premium contributions, if the health insurance premium amount does not exceed a 10% increase for the following school year, however, such carry over shall not continue after June 30, 2000.
- B. It shall be understood that there is no carryover from any previous Collective Bargaining Agreement.

Plan B: The Employer will pay to each teacher not electing Plan "A" or Plan "C" additional compensation not to exceed \$1,600.00.

Plan C: The Employer will contribute to each teacher not electing Plan "A" or Plan "B" a premium contribution not to exceed the premium

contribution for an individual teacher for the purchase of one or more of the following MESSA insurance benefits:

- a. Basic Term Life;
- b. Short term disability insurance;
- c. Hospital confinement indemnity insurance;
- d. Long term disability income insurance;
- e. Supplemental Life
- f. Survivor Income

Plan D: Each teacher shall be provided with the MESSA Delta Dental Care Program "C" (50-50) with internal and external coordination of benefits with an orthodontic rider and MESSA VSP2.

Monthly Premium Contribution

	97/98	98/99	99/00
Dental w/Ortho	\$33.32	\$36.65	\$39.99
VSP2	\$13.01	\$14.31	\$15.74

The Employer agrees to pay the above stated premiums. If the actual cost is less than the designated amount, the balance in excess of the premium cost shall accrue to the premium contribution for the following year. However, such carry over shall not continue after June 30, 2000.

A-2.2 Carrier/Plan Selection. The carrier and coverage selected by the Employer for the term of this agreement is MESSA Super Care I. All deductibles shall be paid by each teacher.

A-2.3 Contribution Adjustments.

- A. The benefits of a teacher who works less than a full school year or a part-time teacher shall be proportionally adjusted based upon 183 days of instructional services. The insurance benefit year shall be from first scheduled teacher day to one calendar year following first scheduled teacher day.
- B. A teacher paid a cash payment under Plan "B" or "C" shall rebate prorata any unearned portion.
- C. No contribution shall be made for a teacher who does not meet the eligibility requirements for a benefit plan.

A-2.4 Association Cooperation. The Association agrees to cooperate with the Employer in order to discourage insurance coverage which will result in

the shifting of coverage cost from another employer or double coverage with no reasonable benefit to the insured.

A-2.5 Plan Year. The benefit plan period for each contract year shall expire on June 30.

A-3. Leave Allowances. Each full time teacher shall be eligible for the following leave benefits.

Leave Classification	Days	Accumulation	Compensated
1. Sick Leave	10 yearly	130 days	Yes
2. Funeral Leave			
A. Family	5 per incident	None	Yes
B. Non-family	1 per year	None	Yes
3. Business Leave	2 yearly	None	Yes
4. Association Leave	Contract	None	Yes**
5. Humanitarian Leave	Agreement	None	Agreement

**** Cost of Substitute paid by Association**

A-4. Reimbursed Benefits. Any request for reimbursed benefits shall be submitted to the Employer on forms provided by the Employer and shall be reimbursed within thirty (30) days following Board approval. The Employer shall have the right to pay any expenses directly or to furnish transportation facilities or materials. An expense allowance may be established by the Employer prior to the approval of an activity which shall be in lieu the provisions hereafter provided.

A-4.1 Transportation Allowance. Reimbursement shall be at the rate of the Internal Revenue allowance of the standard mileage rate for business use of a car. Mileage will be paid for round trips in driving from one building to another if the teacher is required to return to a building in which the teacher has already provided service that day.

A-4.2 Per Diem Allowance. Expenses for meals and lodging will paid will be paid upon presentation of a receipt as follows: Meals: Breakfast, \$4.00; lunch, \$6.00; dinner \$12.00. Lodging: \$50.00 per night.

A-4.3 Graduate Credit. Graduate credit reimbursed under section 8.4 shall be an amount equal to 75% of the approved credit hour over and beyond the hours required for one's Professional Education Certificate as a part of a Masters Program.

A-4.4 Payroll Deduction. Deductions for insurance are limited to the contract benefit plans. There shall be only one enrollment period per year for each

plan or benefit. Upon proper request, a teacher may also request payroll deductions for the following:

- 1) Credit Union.
- 2) A tax-sheltered annuity. The employer shall not be required to approve more than three (3) carriers. The amounts will be remitted, upon proper authorization, to the appropriate companies and/or agencies within seven (7) working days following the receipt of the invoice and following the dates when such sums have been deducted and/or contributed.
- 3) Association dues.

SCHEDULE B

STUDENT ACTIVITIES PAY SCHEDULE

<u>Position</u>	<u>Per cent of BA, Step 1</u>	<u>Position</u>	<u>Per cent of BA, Step 1</u>
Category A		Category C continued	
Band Director	10	JV Basketball	8
FFA	10	Freshman Basketball	6
		7th Grade Basketball	4
		Track	10
Category B		Assistant Track	8
Student Council	6	Jr. High Track	7
Senior Class Sponsor	7	Cross County	10
Junior Class Sponsor	6	Golf	10
Sophomore Class Sponsor	4	Asst. Golf (When league adopts)	8
Freshman Class Sponsor	4	Varsity Baseball	10
Eighth Grade Class Sponsor	3	JV Baseball	6
Seventh Grade Class Sponsor	3	Varsity Volleyball	11
National Honor Society	5	Freshmen Volleyball	6
Leonidas Extra Duty	8	Girls JV Volleyball	6
6th Grade Camp	1	Jr. High Volleyball (7th and 8th)	7
Quiz Bowl High School	1	Jr. High Volleyball (if separate)	4
Quiz Bowl Middle School	1	Varsity Softball	10
Trust/SADD	2 1/2	JV Softball	6
Science Olympics High School	1	Yearbook (if out of class)	10
Science Olympics Middle School	1	Yearbook (if in class)	8
Spanish Club	2 1/2	Newspaper (if out of class)	5
Math Meet (per grade)	1	Varsity Club	5
Clue Me In (per grade)	1	Plays (each)	5
Skip Trip	1/2	Elem. Music Performance (2 performances are required for a payment)	4
5 th Grade Trip	1/2	Varsity - JV Cheerleaders	5
Departmental Chair	1	Freshman Cheerleaders	4
School Imp. Chair	1	Eighth Grade Cheerleaders	3
Human Growth/Dev.	1	Seventh Grade Cheerleaders	3
Magi Store	1	Musical (for each sponsor)	5
Science Fair	1	Debate (if out of class)	3
Invention Club	1	Driver Training (per hour)	\$15.19
Expo	1	Summer School	\$15.19
Category C		Adm. Approved After-School Tutoring	\$15.19
Varsity Football	13	Sat. School Detention/ Suspension Supervisor	\$15.19
Assistant Football	8		
Jr. High Football (7th and 8th)	7		
Jr. High Football (if separate)	4		
Varsity Basketball	13		

**COLON COMMUNITY SCHOOLS
1997-98 SALARY SCHEDULE**

STEP	BA	BA+18	BA+30	MA	MA+25
1	24092	25057	26019	26983	27947
2	24713	25677	26639	27603	28567
3	25333	26298	27260	28223	29188
4	25953	26918	27880	28844	29808
5	26574	27538	28501	29464	30429
6	27194	28159	29121	30085	31049
7	27815	28779	29742	30705	31669
8		29400	30362	31325	32290
9		30020	30982	31946	32910
10		30640	31603	32566	33531
11		31261	32223	33187	34151
12		31881	32844	33807	34772
13		32502	33464	34427	35392
14		33122	34084	35048	36012
15		33742	34705	35668	36633
16			35325	36289	37253
17			35946	36909	37874
18			36566	37530	38494
19			37185	38150	39114
20			37806	38770	39735
21			38426	39391	40355

**COLON COMMUNITY SCHOOLS
1998-99 SALARY SCHEDULE**

STEP	BA	BA+18	BA+30	MA	MA+25
1	24815	25809	26800	27792	28785
2	25454	26447	27438	28431	29424
3	26093	27087	28078	29070	30064
4	26732	27726	28716	29709	30702
5	27371	28364	29356	30348	31342
6	28010	29004	29995	30988	31980
7	28649	29642	30634	31626	32619
8		30282	31273	32265	33259
9		30921	31911	32904	33897
10		31559	32551	33543	34537
11		32199	33190	34183	35176
12		32837	33829	34821	35815
13		33477	34468	35460	36454
14		34116	35107	36099	37092
15		34754	35746	36738	37732
16			36385	37378	38371
17			37024	38016	39010
18			37663	38656	39649
19			38301	39294	40287
20			38940	39933	40927
21			39579	40573	41566

**COLON COMMUNITY SCHOOLS
1999-2000 SCHEDULE**

STEP	BA	BA+18	BA+30	MA	MA+25
1	25559	26583	27604	28626	29649
2	26218	27240	28261	29284	30307
3	26876	27900	28920	29942	30966
4	27534	28558	29577	30600	31623
5	28192	29215	30237	31258	32282
6	28850	29874	30895	31918	32939
7	29508	30532	31553	32575	33598
8		31190	32211	33233	34257
9		31849	32868	33891	34914
10		32506	33528	34549	35573
11		33165	34186	35208	36231
12		33822	34844	35866	36889
13		34481	35502	36524	37548
14		35139	36160	37182	38205
15		35797	36818	37840	38864
16			37477	38499	39522
17			38135	39156	40180
18			38793	39816	40838
19			39450	40473	41496
20			40108	41131	42155
21			40766	41790	42813

