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8/15/97

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**COLON BOARD OF EDUCATION**

**and**

**SOUTHWESTERN MICHIGAN  
EDUCATION ASSOCIATION**

**1993-1997**

*Colon Community Schools*

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**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 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.



## 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.

**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.

**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.

## 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 not 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.



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

**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. 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.
- 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.

### 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.

- 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.

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



## 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 to the extent expressly required by law;
  - 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

- 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.

## 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.

## 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.
- 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.

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.



**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.

- 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. A claim by any employee who desires to assert his legal right to present such claim directly to the Employer and have it adjusted without intervention of the union, provided that the adjustment is not inconsistent with the terms of this Agreement.
- B. 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.

## 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 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, 1997.

11.72

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.

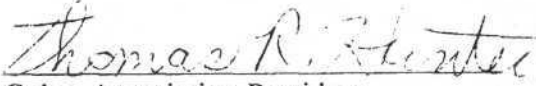
The difference between the 183 contract days proposed in the Common Calendar and the actual days previously agreed upon will be a negotiable item in each LEA.

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.

  
\_\_\_\_\_  
Superintendent, Colon School District

  
\_\_\_\_\_  
Colon Association President

DATED: 12-13-94

## SCHEDULE A

### COLON COMMUNITY SCHOOLS

1993-1997

#### 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 \$12.50 per high school teaching period.
- D. Salary adjustments for professional service required beyond the regular workyear 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.

#### 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.



**Monthly Premium Contribution**

	93/94	94/95	95/96	96/97
Dental	\$24.30	\$26.73	\$29.40	\$32.34
Ortho	\$3.27	\$3.60	\$3.96	\$4.36
VSP2	\$11.14	\$12.25	\$13.48	\$14.83

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, 1997.

**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	100 days	Yes
2. Funeral Leave			
A. Family	5 per incident	None	Yes

## 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>
<b>Category A</b>		<b>Category C continued</b>	
Band Director	10 ✓	JV Baseball	6
FFA	10	Varsity Volleyball	10
<b>Category B</b>		Freshmen Volleyball	6
Student Council	6 ✓	Girls JV Volleyball	6
Senior Class Sponsor	7 ✓	Jr. High Volleyball (7th and 8th)	7
Junior Class Sponsor	6 ✓	Jr. High Volleyball ( if separate )	4
Sophomore Class Sponsor	4 ✓	Varsity Softball	10
Freshman Class Sponsor	4 ✓	JV Softball	6
Eighth Grade Class Sponsor	3 ✓	Yearbook (if out of class)	10
Seventh Grade Class Sponsor	3 ✓	Yearbook (if in class)	8
National Honor Society	5 ✓	Newspaper (if out of class)	5
Leonidas Extra Duty	8 ✓	Varsity Club	5
6th Grade Camp	1/2 ✓	Plays (each)	5
Quiz Bowl High School	1	Elem. Music Performance (each)	4
Quiz Bowl Middle School	1	Varsity - JV Cheerleaders	5
Trust/SADD	2 1/2	Freshman Cheerleaders	4
Science Olympics High School	1	Eighth Grade Cheerleaders	3
Science Olympics Middle School	1	Seventh Grade Cheerleaders	3
Spanish Club	2 1/2 ✓	Musical (for each sponsor)	5
<b>Category C</b>		Debate (if out of class)	3
Varsity Football	10	Driver Training (per hour)	\$14.75
Assistant Football	8	(Beginning Summer 1994)	
Jr. High Football (7th and 8th)	7		
Jr. High Football (if separate)	4		
Varsity Basketball	10		
JV Basketball	8		
Freshman Basketball	6		
8th Grade Basketball	4		
7th Grade Basketball	4		
Track	10		
Assistant Track	8		
Jr. High Track	7		
Cross County	10		
Golf	10		
Varsity Baseball	10		