

MASTER AGREEMENT

between the

COLEMAN COMMUNITY SCHOOLS

and the

COLEMAN EDUCATION ASSOCIATION

2009 - 2011

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WITNESSETH

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

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Coleman School District.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

3. To hire, promote, suspend and discharge employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualifications of employees, including physical conditions providing such selection shall be based on lawful criteria.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub- divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
 7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 10. Determine the policy affecting the selection, or training of employees providing that such selection shall be based upon lawful criteria.
- B. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered.

ARTICLE III

TEACHER'S RIGHTS

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

An individual development plan shall be offered the teacher at any time disciplinary material is placed in his/her file. This assistance shall be written-up, initialed by the teacher, and added to his/her file within ten (10) days following the conclusion of the investigation which precipitated the placing of the material in his/her file. In the event that the teacher is not available, the material shall be presented and initialed within five (5) days of the teacher's return to work. The teacher's initials on such material shall indicate awareness of such material but shall not be interpreted to mean agreement with the material. Teachers may add any relevant material to their personnel files.

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

- E. After 24 months, an employee may petition the Superintendent to remove negative material from his/her personnel file. The request for the removal of documents should be in writing stating the reasons for removal. The Superintendent may approve or deny the request at his/her discretion. If the Superintendent denies the request, the reason for denial shall be communicated in writing. The Superintendent's decision may be appealed to the Board of Education. The decision of the Board is subject to the Grievance Procedures as outlined in the Master Agreement.

ARTICLE IV

ASSOCIATION RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to the Association, rights it has under the law.
- B. The Association is entitled to the same rights and privileges as a community organization regarding the use of school facilities.
- C. Authorized representatives, acting in official capacity for the Association, shall be permitted to transact official Association business on school property, outside of the classroom, providing that this shall not interfere with their teaching responsibilities or interrupt normal school operations. The authorized representative shall check in at the principal's office in the building he/she is visiting. Association members, Board Members or their agents shall make every effort to avoid discussing Board, Association, or personal views on matters relating to supervisory/teacher or Board/Association relationships in the presence of students.
- D. The Association shall be allowed to use bulletin boards in faculty areas, school mail services, school e-mail, fax machines, and copy machines for materials relating to its official business. The Association shall reimburse the District related costs. All such materials must designate the person circulating it.
- E. The Board agrees to furnish to the Association a current copy of each of the following when the materials are made available to the Board in final form:

- Superintendent's Annual Report
 - Proposed Budget
 - List of certified teachers with their salary, degree and experience
 - Board Agenda
 - Board Minutes
 - Audit
- F. The Coleman Education Association will have one hour on the first work day of school each year to conduct Association business. The first teacher work day each school year will follow the scheduled professional development days unless prior agreement is reached between the Association and the Board.
- G. The District agrees to deduct member PAC contributions through payroll deduction, based on the same specific dollar amount and the same starting date for all participants.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed in May of each year to assure active consideration by Administration if the teacher so requests.
1. An involuntary transfer during the school year will be made only in case of an emergency or to prevent undue disruption of the instructional program. In making all involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instruction requirements and best interests of the school system and the student. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined for purposes of this contract as a situation where a position that was previously held by an employee or when a new position covered by this article is created. A vacancy shall only exist when all teachers have been assigned and there is no teacher on lay-off, or no teacher on a leave of less than one (1) year in length, who is certified and qualified to fill that vacancy.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the superintendent in his/her considered judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

- D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than two (2) weeks before the position is filled. Ten (10) days notice shall be given after July 15. When filling a vacancy in classroom assignments preference will be given to qualified personnel within the Coleman School System. In the event the Coleman personnel are essentially equal to other applicants in personality, ability and other qualifications they shall be given the position. Any new positions, including supervisory positions, shall be posted or mailed with accompanying job descriptions. The teachers so notified shall have the responsibility of contacting the principal or superintendent indicating their interest in said position.
- E. Any teacher who shall assume a full time educational position, other than a teacher, and returns to a position as a teacher within one calendar year shall be entitled to retain seniority rights and salary schedule advancement as would have accrued under this Agreement had he/she remained a teacher.

ARTICLE VI

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-twentieth (1/20) of such dues from each regular salary check of the teacher for the first twenty (20) consecutive pays beginning with the second regular salary check and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. 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.

- C. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 2. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to disburse said sums to the Association every two (2) weeks.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding section A through E of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section provided that the Association has not alleged negligence, misfeasance, or malfeasance of the Board as is provided in Paragraph E-1 above.

- F. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- G. The Association agrees to reimburse the Board for unemployment compensation liability incurred for any teacher whose employment is terminated under this article.

ARTICLE VII

TEACHING YEAR, HOURS AND CLASS LOAD

- A. The teacher's year shall consist of a contractual period of a maximum of 185 days (a minimum of 1098 scheduled student contact hours), made up of no less than 176 full days of pupil instruction, and up to 9 days for teacher orientation, recording grades, professional development, parent-teacher conferences, etc.
- B. The Board and the Association recognize the 40 hour work week for all professional personnel. The normal teacher's day shall be from 8:00 a.m. until 3:30 p.m., including lunch. Upon mutual agreement of the Board and the Association, the starting time of the teacher's workday may vary from year to year. A format, as established by the administration, will be implemented in a manner deemed by the administration to be appropriate for the student instruction. A full time teacher will not be reduced to part-time solely as a result of a format change. The regularly scheduled duty day for classroom teachers (including classroom instruction time, conference/preparation periods and non-instructional student supervision time such as student 'passing periods', duty-free lunch periods, but excluding staff meetings called under the auspices of section C of this article) shall not exceed a continuous seven hours and thirty minutes per day.
- C. Wednesday shall be reserved by all teachers for professional meetings to be called by the Superintendent or Principals when necessary and are not to exceed one hour in duration. These meetings shall be limited to two (2) per month; additional meetings are possible by mutual agreement with the Association. With ten (10) days notice, the two hours may be scheduled in one block for general staff meetings at the building level. At some time during the school year with ten (10) school days notice to the staff, the Superintendent may schedule up to two (2) hours of professional development. These meetings will follow immediately after school dismissal. Teachers may not be excused from staff meetings for extra curricular assignments without prior approval from a building administrator.
- D. All teachers shall have a duty free uninterrupted lunch period of at least 30 minutes in length.
- E. The salary schedule is based on a five day week devoted to scheduled student instruction in the format(s) adopted by the Board for any given grade level(s) and/or building(s). All buildings will have at least 10 minutes with all teachers in the classroom in the mornings before the student's day begins. In addition, at the Junior/Senior High School, all classroom teachers will have as part of their regularly scheduled duty day one continuous unassigned block of preparation/conference time

during the student day equal in length to the majority of instructional class periods being offered at that level (except in accordance with Section G of this Article). In the event a format is adopted that would increase the number of daily student instructional periods to seven or more, a letter of understanding affirming the number of instructional periods must be approved by the Administration and the teachers assigned to the building(s) affected. The approval process for the affected building(s) will consist of a secret ballot having the support of more than sixty-six percent of the teachers assigned to the building.

- F. All elementary teachers will receive at least 150 minutes per week of preparation/conference time, in increments of not less than 25 minutes each, during the student's day, and at least 30 minutes of preparation/conference time before or after the student day. Every attempt will be made to offer teachers a preparation period each day.

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

- G. The Board may, with the teacher's permission, assign a teacher to an additional instructional period during the student's day (in lieu of a preparation/conference period) with additional compensation computed as a pro-rata fraction of the length of the preparation/conference period to the length of the teacher's duty day. The Board will not use extra assignments to avoid hiring additional staff and will make every effort to avoid asking Probationary Teachers to teach an additional period.

- H. Three teachers may engage during the school day in negotiations on behalf of the Association with any representative of the Board, or two may participate in any professional grievance negotiations, and shall be released from their regular duties without loss of salary but only if such meeting is scheduled during the teacher's duty day by the Board.

- I. Every effort will be made to secure a qualified substitute teacher when a classroom teacher is absent for one-half day or more. If a teacher works as a substitute teacher during his/her preparation/conference period, he/she shall receive compensation of \$10.00 per half hour.

- J. The time prior to A.M. classes beginning, and the time after student dismissal, shall be used by teachers for professional activities on the school premises (including any responsibilities duly assigned by the Administration) but not to include Association business.

- K. Release time for assessments evaluation/grading and travel time between buildings is as follows:

- 1. One sub day shall be provided to each teacher in grades K-8 for the evaluation/grading of assessments. This release time may be taken in increments as small as two hours at a time. Teachers may use this time in conjunction with other teachers who are assessing, i.e., Teacher 1 has a sub from 8:00-10:00, Teacher 2 has the same sub from 10:00-12:30 (lunch taken out) and Teacher 3 has the same sub from 12:30-2:30.

2. Special education teachers will receive one day per year for the completion of Medicaid reimbursement and other special education paperwork. Teachers may take this time in increments as small as one hour if coordinated with other teachers and a substitute teacher brought in for at least half a day.
 3. Travel time between buildings will be considered to be eight (8) minutes, unless an individual agreement is reached between Administration, the member, and the Association.
- L. To offset the necessity of signing out early for appointments, teachers may sign in prior to the normally scheduled work day (8:00 a.m.) on the day in which flex time is to be used. This flex time may be used in lieu of using sick time for appointments. This flex time may not be used more than once per week and must be used with prior approval from the building principal. Teachers must continue to sign out before leaving, but indicate that they are using flex time. Flex time may only be used after the end of the school day.

ARTICLE VIII

ASSIGNMENTS

- A. Assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory; consent of the teacher is necessary.
- B. Not later than the 10th of July the Coleman Board of Education shall notify each teacher of his/her assignment for the coming school year including grade or subject to be taught and building. Changes in assignment after this date will only be made with the agreement of the teacher involved except in unforeseen circumstances in which case the teacher and the Association will be notified.
- C. Teachers will be encouraged to volunteer for extra-curricular organizational activities which are not a part of the extra pay for extra duty schedule.
- D. Each CEA member shall be issued an athletic pass for use by that member and his/her immediate family. The CEA member must be present at the event, but not necessarily as a spectator, for the immediate family member to be admitted without charge. Although the CEA member must be present at the event, he/she need not accompany the immediate family member into the event.
- E. When making teaching assignments, teachers with seniority and/or experience in that curricular area, along with the best interests of students, shall be given assignment considerations.

ARTICLE IX

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever reasonable, but should not exceed an average pupil-teacher ratio of 29:1.
- B. Least Restrictive Environment (LRE)/Inclusive Education/Mainstreaming:
1. The Board recognizes that all students have a right to an education and may assign students with disabilities to the buildings and classrooms that the students would normally attend if the students were not disabled.
 2. Prior to any LRE placement, the Board shall provide professional development to the teacher(s) regarding the instruction and behavioral management of students with disabilities in the regular education classroom setting, including, but not limited to, the differing approaches, problems, and techniques to be utilized with varying disabilities.
 3. The disabled students' participation in the regular education classroom shall not significantly disrupt or have a negative impact on the educational process for either the student(s) with disabilities or other students in the classroom.
 4. The Board and the C.E.A. agree that no member shall be expected to perform nor be liable for the performance of any medical or custodial procedures such as, but not limited to: catheterization, suctioning, ostomy, tracheotomies, feeding and feeding tubes, toileting, diapering, bathing, lifting, dispensing of medication, postural drainage or percussion, and any other medical procedures that a parent can perform without a medical degree.
 5. Should a student require or have occasional need of a procedure outlined in the above paragraph, the Board agrees to provide a paraprofessional to address such needs.
- C. Should a split class (a class in which two grade levels are taught in a self-contained classroom) be necessary, a maximum of twenty-six (26) students will be maintained.

ARTICLE X

TEACHING FACILITIES

- A. The Board shall provide:
1. A separate desk for each classroom in the district.
 2. A space for teachers to store coats, overshoes, and personal articles.
 3. Chalkboard or whiteboard space in every classroom.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 5. An appropriate dictionary in every classroom.
 6. Storage space in every classroom for instructional material.
 7. Paper, pencils, pens, chalk, erasers, required in daily teaching responsibilities.
 8. A computer with Internet access.
 9. A key to the building.
- B. Telephone facilities shall be available for teachers for local calls.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- D. Teachers shall cooperate in good housekeeping practices in the lounges.
- E. Any teacher leaving the building to which assigned during the contracted day, shall sign the sign-out register in the principal's office with the exception of lunch periods. This time is deducted from sick leave, except when using flex time, as stated in Article VII, Section L.

ARTICLE XI

UNPAID LEAVE OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon written application, for the purpose of participating in Board approved exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs, the Peace Corps, or Teachers Corps as a full time participant in such programs, or Board approved cultural travel or work program related to his/her professional responsibilities, provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for one period of military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

- C. A leave of absence for one (1) year shall be granted for any reason (with the exception being for the sole purpose of taking a different teaching position) to any teacher who applies for a leave. Seniority shall continue to accrue during this leave as do all other leaves. Upon return from leave, the teacher will be placed in his/her position or a similar position.
- D. Temporary employees hired to replace teachers who are on leaves of absence for less than a full school year shall be considered substitute teachers and, therefore, not bargaining unit members. Employees hired to replace teachers who are on leaves of absences that equal or exceed a full school year shall be bargaining unit members entitled to all contractual rights and benefits.
- E. All requests for leave of absence will be applied for and granted in writing. The teacher must apply for leave at least sixty (60) days prior to its commencement, except in cases of emergency.

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

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

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

- F. Any teacher whose personal illness extends beyond the period compensated (either through sick time or LTD) will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery for a maximum of one year. During leaves of this nature, the Board has the discretion to hire substitute teachers for up to one year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher will be assigned to the same or similar position, as soon as a vacancy exists.

ARTICLE XII

CHILD CARE LEAVE

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

ARTICLE XIII

ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with seven (7) days of leave, the unused portion of which shall accumulate from year to year to a total of 135 days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability: The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.
 2. a. Death in the Immediate Family: The teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as spouse, mother, father, children, father and mother-in-law, grandchildren; these days are not deductible from sick leave.

- b. The teacher may take a maximum of three (3) days per death for brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren which will be deductible from sick leave.
 3. Other Deaths: The teacher may take one (1) day per death to attend the funeral of any person. This day shall be deducted from sick leave.
 4. Medical or Nursing Care: With approval of the building principal, the teacher may take three (3) days per year to make arrangements for medical or nursing care for a member of his/her immediate family. (See definition of number 2a. above.) These days shall be deducted from sick leave.
 5. Illness in the Immediate Family: The teacher may take a maximum of five (5) days per illness. Immediate family shall be defined as in Number 2a. above. These days shall be deducted from sick leave. Under unusual circumstances, the maximum may be increased by the Superintendent.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth his/her total sick leave credit.
- C. Each teacher shall contribute one (1) day each year of their annual leave toward a sick leave bank until the bank shall have accumulated 300 days. When the bank accumulates 300 days there shall be no further deduction from the individual teacher's sick leave until such time as the bank shall reach a level of 180 days. Upon reaching this level the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 300 days.
- If a member uses days deducted from the sick leave bank and then their employment with Coleman Community Schools is terminated during repayment of such sick days, any remaining unspent sick/personal days in their account will revert to the CEA sick leave bank.
- The sick leave bank shall be administered by the Executive Board of the Coleman Education Association.
- D. Any teacher who is absent because of an injury or disease compensated by Michigan Workman's Compensation Act, shall receive from the Board the difference between the Workman's Compensation payment prescribed by law and his/her regular salary for a period of up to twelve (12) months.
- E. No charge shall be made against any sick leave account for any day on which schools are closed due to weather or other unforeseen circumstances.
- F. Teachers are encouraged to save sick days for unforeseen emergencies. When a teacher has reached the maximum of 135 sick day accumulation, they will be paid thirty-five dollars per day or one-half substitute teacher pay, whichever is greater, for each unused sick day. This pay will be calculated yearly, and paid in June.

- G. Upon retirement, announced after December 1, but prior to May 15th in the year it is to occur, the Board will pay for unused sick leave at the following rates:

1-50	\$20 per day	=	\$1000	
51-100	\$35 per day	=	\$1750	
101-142*	\$70 per day	=	<u>\$2940</u>	
			\$5690	max (payable by January 31, the year following retirement)

*Teachers retiring with more than 135 sick leave days will not be eligible for further payment under Section F.

ARTICLE XIV

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Teachers may be granted a leave of absence with pay for Administration approved visitation at other schools, or attending meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
- B. At the beginning of every school year each teacher shall be credited with five (5) days to be used at the teacher's discretion for the teacher's personal business. It is understood such leave shall not be granted for the first or last day of the school year. A limit of two (2) days may be used on the first working days preceding or following a vacation period. A teacher planning to use a personal leave day or days shall notify his/her principal in writing at least three (3) school days in advance, except in cases of emergency. Personal business days not used shall be credited on the teacher's accumulated sick leave. In transferring the left over personal business leave days to the sick leave accumulated, if any portion of one-half (.5) day is used, the teacher will not be credited for that one-half (.5) day. At least one-half (1/2) hour will be deducted for any use of personal business leave. The teacher shall be allowed to cancel his/her application for personal leave by 3:30 p.m. of the preceding day. No more than three people per building per day may be allowed on personal leave unless more are permitted by the superintendent.
- C. Any teacher called for jury duty during the school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement for expenses) for each day on which the teacher reports for or performs jury duty on which he/she would otherwise have been scheduled for work.

- D. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association. An additional five (5) days shall be granted the Association provided the Association shall reimburse the Coleman School District for the substitute teacher's pay. The Association agrees to notify the Board and building principal in writing no less than forty-eight (48) hours in advance of taking such leave. Not more than three (3) teachers shall be allowed to be gone on any one day under this provision.
- E. No charge shall be made against any personal or Association leave account for any day on which schools are closed due to weather or other unforeseen circumstances.
- F. Teachers may take up to two (2) deduct days per year. The teacher will be deducted 1/185th of their pay plus the district daily substitute pay for each day taken. A teacher planning to use a deduct day (or days) will notify his/her principal in writing as soon as possible.
- G. A teacher may take up to five (5) deduct days before the use of granted sick bank days, and will be deducted 1/185th of their pay for each deduct day used.
- H. Teachers taking verified courses as mandated by law to retain teacher certificates shall be able to leave after the student day without deductions on the day of the class. Teachers will reserve Wednesday nights for staff meetings unless excused by the principal.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. Negotiations will begin no later than the first Monday of May of the calendar year in which this Agreement expires. The Association and the Board agree to negotiate a successor Agreement in accordance with the procedures set forth herein and a good faith effort to reach agreement concerning wages, hours, terms, and conditions of employment. Any agreement so negotiated shall apply to all teachers and shall be reduced in writing and signed by the Board and the Association.
- B. Neither party in any negotiation shall have control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Employment Relations Commission or take other lawful measures.
- D. Three (3) teachers may engage during the school day in negotiations on behalf of the Association with any representative of the Board.

ARTICLE XVI

TEACHER EVALUATION

- A. All teachers and the Association recognize the right, duty and responsibility of the Administration to make periodic evaluations of the performance of the teacher.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly.
- C. Procedures for teacher classroom observations:
 - 1. Classroom observations will be conducted openly and with the full knowledge of the teacher.
 - 2. The teacher's immediate school administrator, or other school administrator, shall be responsible for observation of the classroom performance of the teacher. In case of negative observation, the teacher may request that a separate observation be done by another District administrator.
 - 3. Probationary Teachers will be observed by their school administrators, or other administrators, for a minimum of thirty (30) consecutive minutes at least twice between September 20 and April 1.
 - 4. Tenured teachers shall be observed by their school administrator for a minimum of thirty (30) consecutive minutes at least once every third year.
 - 5. All teachers shall be observed using a standard observation form approved by the Board of Education, a copy of which is included in the Appendix. The criteria for the observation will relate to the teacher's teaching abilities.
 - 6. A copy of the written observation notes shall be submitted to the teacher within ten (10) school days of the observation in a joint conference between the faculty person and the principal, at which time observations shall be discussed, and a copy shall be given to the teacher.
- D. Procedures for teacher evaluation:
 - 1. Based on observations made during the current school year, and other relevant information, the school administrator shall, during the month of April, write a final evaluation for all teachers being evaluated in the current year.
 - 2. The written evaluation will be presented to the teacher at least one day in advance of a teacher/administrator conference to discuss the evaluation. The teacher or administrator may add addendum to the evaluation following the conference. A copy of the final evaluation shall be placed in the teacher's personnel file. The teacher shall be asked to sign evaluation materials placed in his/her personnel file. Such signature shall be understood to indicate his/her awareness of the material, but not necessarily agreement.

3. Each teacher shall have the right, by appointment, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher at this review. Privileged information such as confidential credentials and related personnel references from sources outside the Coleman Community Schools are specifically exempt from review.
4. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms. An individual development plan will also be outlined in order to bring the teacher's job performance up to acceptable levels.
5. Any complaint against a teacher by any person, including any parent or student, must be brought to the attention of the teacher as soon as possible.

ARTICLE XVII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. Grievant shall be defined as the local Association, teacher or teachers. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances; but such grievance shall be submitted to the following grievance procedures stated below. Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Any grievance filed without this initial informal conference shall be considered by all parties as null and void. Said informal conference shall be held within two (2) weeks of the occurrence or at the time the individual should have had knowledge of the occurrence.
- B. The grievant must invoke formal grievance procedure on the form set forth in annexed Schedule, signed by the grievant and the representative of the Association, and it must be filed within ten (10) days of the decision at the informal conference. A copy of the form shall be delivered to the principal of the building involved and to the Association. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her.
- C. Within ten (10) days of receipt of the grievance, the principal or supervisor shall meet with the Association President, Grievance Chairperson, or his/her designee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association and to the grievant.

- D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting (or twenty (20) days from date of filing, whichever shall be later), the grievance may be transmitted to the superintendent. If the Association does not transmit the grievance on to the Superintendent within ten (10) days after receiving the grievance from the Principal or after the expiration of time if no disposition is made, the grievance shall be considered settled. If the Association does pass the grievance on to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Association stating exactly why the Principal's disposition of the grievance was not satisfactory together with any and all information the Association has connected with the grievance. Within ten (10) days the Superintendent or his/her designee will meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days of such meeting, the grievance may be transmitted to the Board of Education. If the Association does not transmit the grievance on to the Board of Education with ten (10) days after receiving the grievance from the Superintendent or after the expiration of time if no disposition is made, the grievance shall be considered settled. If the Association does pass the grievance on the Board within the time limits prescribed, there shall be a written report signed by the President, Grievance Chair, or Designee of the Association stating exactly why the Superintendent's disposition of the grievance was not satisfactory. Within ten (10) days, the Board will meet with the Association in closed session, unless otherwise requested by the Association, on the grievance and shall indicate a disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the Association.
- F. If a satisfactory disposition of the grievance is not made as a result of Paragraph D, the Association may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) days from the last date provided for in Paragraph E.
1. Within ten (10) days after such written notice and the submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 2. The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then 20 days from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

3. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 4. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all wages lost or as stipulated by the arbitrator.
 5. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding upon the Association, the Board, and the grievant.
 6. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- G. Any grievance which occurred prior to the ratification date of this Agreement shall not be processed.
- H. If any individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.
- I. Any time period in this Article may be extended by mutual agreement of parties involved.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

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

ARTICLE XIX

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

ARTICLE XX

PROFESSIONAL BEHAVIOR

Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens well-being or physical safety.

ARTICLE XXI

CONTINUOUS OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, as defined by Section I of the Public Employment Relations Act.
- B. Both parties agree that they will not directly or indirectly engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act.

- C. No teacher shall be required to report for duty if the building in which he/she is regularly employed is closed by weather or other unforeseen circumstances.

ARTICLE XXII

REVIEW COMMITTEE

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

ARTICLE XXIII

PERSONNEL REDUCTION

- A. A teacher may be discharged or laid off pursuant to a necessary reduction in personnel if there is substantial decrease in the students enrolled in the school district or if there is a substantial decrease in the revenues of the school district or for other lawful reasons. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.
- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers who meet the following criteria:
 - 1. Possess a current teaching certificate.
 - 2. Have the longest continuous service in the school district (seniority).
 - 3. Are highly qualified, as defined by the Elementary and Secondary Education Act (E.S.E.A.), if necessary.

A teacher who has been recognized as "highly qualified" under the E.S.E.A. by this school district or another Michigan school district shall be recognized as "highly qualified" by this school district for the duration of his/her employment.

C. Layoff Procedure:

1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
2. In the event of lay-off, the Board will institute a recall procedure which when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated as soon as possible upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel. However, the Board shall have no responsibility to recall after three (3) years from the date of lay-off.
3. A seniority list will be compiled by the Board's representative and will be presented to the Association for verification in September each year.
4. Any Association member affected by staff reduction for just cause of reduction of staff shall have priority on the substitute teacher's list if he/she so desires.
5. Any individual teacher affected by staff-reduction for just cause shall receive insurance benefits for up to an additional three months at the expense of the Board, in conjunction with insurance provider benefits.

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

ARTICLE XXIV

PROFESSIONAL COMPENSATION AND INSURANCE

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers employed in this school system shall be given full credit on the salary schedule set forth in Schedule A for up to five years of outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.

- C. In the event of absences not covered by paid leave the following formula shall be used to compute deductions:

Total contractual salary divided by 185 days equals the daily rate. This same formula shall be used in prorating salaries for teachers who do not teach the entire year.

- D. Teachers involved in assignments set forth in Schedule B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- E. The prevailing rate in the district shall be given for prior approved use of personal cars for other business of the district.
- F. Payment of salary for teachers shall be biweekly commencing the first payday after school starts. Each teacher will be paid in 26 equal payments. Teachers will receive their contracted balance by August 31.
- G. Staff members who announce their retirement by April 1 will be assigned special projects as detailed by and agreed to by the District and the Association. Employees will receive extra duty pay (2% of their annual salary, retroactive to the beginning of the current school year) for performance of these assigned duties. Retiring members shall receive the additional pay beginning with the written announcement of their plan to retire, paid out over the remaining regular pay periods. This additional pay shall be reported by the District as normal wages for retirement purposes. Individuals who are assigned these projects agree to terminate their health insurance as of July 1.
- H. Grant writing compensation and summer workshop compensation shall be as follows:
1. Any individual(s) who successfully write(s) a grant in excess of \$1,000, pre-approved by the Superintendent or designee, which is funded by governmental or private sources, shall be entitled to an amount equivalent to ten percent (10%) of the funded grant (exclusive of district matching funds) not to exceed \$5,000. All payments will be calculated as total compensation, including both salary and fringe benefits. A second year application of a similar grant shall be entitled to an amount equivalent to five percent (5%) of the funded grant not to exceed \$2,500. All grant applications must be pre-approved by the Superintendent or designee and have a positive net impact on the bottom line of the district.
 2. If a teacher attends a summer workshop at the request of the administration, they will be compensated at a substitute teacher's pay rate for the days in attendance.

- I. The Board agrees to provide, upon submission of application by the teacher and in compliance with the rules of the insurance carrier, the following protection:

MESSA-PAK #428 - PLAN SUMMARY

PAK C FOR EMPLOYEES NEEDING HEALTH INSURANCE

Health: **MESSA Choices II:** \$0 Deductible, \$10/20 Preferred Rx Program
(Includes \$5,000 Ad&d Basic Term Life)

Long Term Disability -
70%
\$5000 Maximum Monthly Salary
\$3,500 Maximum Monthly Income Benefit
90 calendar days - modified fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Waiver-Two year Limitation
Mental Nervous Two year Limitation

Delta Dental Plan
60/60/60/60: \$1,000
\$1000 Maximum for Class I, II & III Max

Negotiated Life - \$10,000

Vision - VSP 3

—OR—

PAK B -- FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

Health: None

Long Term Disability -
70%
\$5000 Maximum Monthly Salary
\$3,500 Maximum Monthly Income Benefit
90 calendar days - modified fill
Pre-Existing Condition Waiver - Yes
Freeze on Offsets - Yes
Alcoholism/Drug Waiver-Two year Limitation
Mental Nervous Two year Limitation

Delta Dental Plan
80/80/80/80: \$1,300
\$1000 Maximum for Class I, II & III

Negotiated Life - \$20,000

Vision - VSP 3 plus

J. Insurance Memo of Understanding: Other insurance policies and programs may be presented by either party to replace or supplement agreed to programs. However, to implement the above, both parties must agree to same in writing.

1. Any insurance costs paid by members will be deducted beginning with the second regular check and continue consecutively for 20 pays ending in June.
2. Those members taking Choices II insurance will contribute a total of 2.5% per member toward the cost of insurance for 2009-2010 and 3.0% per member toward the cost of insurance for the 2010-2011 school year. Member contribution of a percentage of the insurance premiums ends upon ratification of a new contract for 2011-2012.
3. Members will move to use the \$10/\$20 drug card and add the adult immunization rider beginning as soon as possible after ratification.
4. The District will establish a pool of \$5000 that will be available annually for reimbursement to any teacher who is going through the prescription appeal process, or has been rejected by this process. The member will pay \$10 per prescription as described in this paragraph while the process is ongoing, with the District absorbing formulation or ingredient cost out of the pool. If the appeal is denied, the member will pay the \$20 brand name cost with the District absorbing formulation or ingredient cost out of the pool.

The \$5000 pool of money set aside each year by the District for reimbursement of any prescription cost that an employee may have over twenty dollars per prescription because of the need to use the brand name drug while a member is appealing a decision or when an appeal has been rejected, will be distributed in the first year of implementation of the \$10/\$20 drug card on a "first request basis" until the money is exhausted. At the end of the first year prior to August 31 of the next school year, an insurance committee consisting of only Coleman Education Association members, and chosen by the Association, will convene to study the trends of request and distribution from the previous year to determine whether a "first request basis" is the most effective way to handle the pool of money. If at that time, it is determined by the committee that a change is needed in the distribution process, the District will be notified by the Association of the necessary modifications of the distribution process for the second year. After the third year of implementation of the \$10/\$20 drug card, a plan will be finalized and the Coleman Education Association will present the final plan for distribution to the District to be incorporated into the Master Agreement.

This pool of money will be renegotiated beginning in 2011-2012.

- K. An additional \$1,500.00 per year will be paid by the Board of Education to a teacher commencing with that teacher's 16th year of service in the district. This amount to be increased to \$2,750.00 commencing with the 21st year, \$3,000.00 with the 28th year and \$3,250.00 for the 30th year.
- L. Any savings over the course of the fiscal year due to reduction in costs to insure the bargaining unit members will be held in escrow by the District. This money may be used to cover unexpected MESSA insurance increases during the remainder of the year.

Any such dollars that remain unspent as of the end of the fiscal year shall be added to the negotiated insurance dollars for the following year after an agreement is reached.

- M. For the 2009-2010 school year only, staff members who announce their retirement by October 31, 2009 will be assigned special projects as detailed by and agreed to by the District and the Association. Employees will receive extra duty pay (10% of their annual salary, retroactive to the beginning of the current school year) for performance of these assigned duties. Retiring members shall receive the additional pay beginning with the written announcement of their plan to retire, paid out over the remaining regular pay periods. This additional pay shall be reported by the District as normal wages for retirement purposes. Individuals who are assigned these projects agree to terminate their health insurance as of July 1, 2010. This offer will terminate November 1, 2009, to be replaced by Article 24 G.

NOTE: If a staff member retires after the start of the school year, they will receive only the salary earned during the actual time worked. Likewise, the extra duty pay of 10% will be based on the salary earned for the actual time worked.

If at least three members choose to announce retirement by October 31, 2009, the following longevity plan will go into effect the following school year (2010-2011) to replace Article 24 K and Article 25:

An additional \$1000.00 per year will be paid by the Board of Education to a teacher commencing with that teacher's 13th year of service in the district. This amount is to be increased to \$1,800.00 commencing with the 16th year, \$2,750.00 commencing with the 21st year, \$3,250.00 with the 28th year, and beginning in 2011-2012, \$2000 with the 31st year.

If at least three members *do not* announce retirement by October 31, 2009, there will be no change in longevity amounts currently listed in Article 24 K and Article 25.

ARTICLE XXV

SALARY SCHEDULE A

2009-2010

STEPS	BA	BA+18	MA	MA+15	MA+30
1	32,300	32,800	33,457	34,338	35,219
2	33,000	33,738	35,615	36,552	37,491
3	34,365	35,783	37,775	38,768	39,766
4	36,329	37,829	39,932	40,983	42,036
5	38,293	39,873	42,092	43,198	44,309
6	40,259	41,918	44,251	45,415	46,581
7	42,224	43,965	46,411	47,632	48,854
8	44,188	46,011	48,571	49,847	51,128
9	46,151	48,059	50,731	52,064	53,400
10	48,109	50,103	52,888	54,279	55,671
11	49,210	51,228	54,048	55,456	56,866

2010-2011

STEPS	BA	BA+18	MA	MA+15	MA+30
1	32,462	33,046	33,792	34,681	35,571
2	33,165	33,991	35,971	36,918	37,866
3	34,537	36,052	38,153	39,155	40,164
4	36,510	38,112	40,332	41,393	42,456
5	38,484	40,172	42,513	43,630	44,752
6	40,461	42,232	44,694	45,869	47,047
7	42,435	44,295	46,876	48,108	49,342
8	44,409	46,356	49,056	50,346	51,639
9	46,381	48,419	51,238	52,584	53,934
10	48,350	50,479	53,417	54,822	56,228
11	49,456	51,613	54,589	56,010	57,435

LONGEVITY:

16th Year - \$1500

21st Year - \$2750

28th Year - \$3000

30th Year - \$3250

The following amounts will be enacted beginning in 2010-2011 if at least three members announce retirement according to Article 24 M.

LONGEVITY:

13th Year - \$1000

16th Year - \$1800
 21st Year - \$2750
 28th Year - \$3250
 31st Year - \$2000

Teachers that are already receiving \$3250 for 30+ years of service will continue to receive \$3250 until the end of 2010-2011. Beginning in 2011-2012, the longevity at the 31st year commences at \$2000.

SCHEDULE B

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

OUTSIDE THE SCHOOL DAY OR SCHOOL YEAR

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

All current assignments are based on the BA Scale with credit for the years of experience a person has in that activity up to seven (7) years. Payment for Schedule B assignments shall be made on the first pay period in December and June.

All Schedule B positions shall be posted by the administration no later than May 1st. Any member of the teaching staff who has held that position during the current school year, and has not received an unsatisfactory evaluation as a coach/advisor, will be reappointed to the position for the following school year if they express an interest to the administration by May 15th. All other positions shall be considered vacant and filled at the Board's discretion. The timeline for spring sports will be one month later.

Schedule B

<u>Football</u>		<u>Girls & Boys Track</u>	
Head Coach	12.0%	Head Coach	8.0%
J.V. Coach	9.0%	Varsity Asst.	7.0%
Varsity Asst.	9.0%	Jr. High	5.0%
J.V. Asst.	7.0%		
Freshman	7.0%		
 <u>Basketball</u>		 <u>Wrestling</u>	
Head Coach	12.0%	Head Coach	12.0%
J.V. Coach	9.0%	Asst. Coach	5.0%
Freshman	7.0%	J.V. Coach	9.0%
8 th Grade	5.5%	Jr. High	5.5%
7 th Grade	5.5%		

<u>Girls & Boys Golf</u>			<u>Baseball</u>	
Head Coach	4.0%		Head Coach	8.0%
			Asst. Coach or Freshman	5.0%
			J.V. Coach	5.0%
<u>Pom Pon</u>			<u>Cheerleading</u>	
Head Coach	4.0%		Varsity	6.0%
			J.V.	5.0%
			Freshman	4.0%
			Jr. High	3.0%
<u>Cross Country</u>			<u>Softball</u>	
Head Coach	4.0%		Head Coach	8.0%
			Asst. Coach or Freshman	5.0%
			J.V. Coach	5.0%
<u>Volleyball</u>			<u>Music</u>	
Head Coach	12.0%		Band	10.0%
Asst. Coach or Freshman	7.0%		Vocal	3.0%
J.V. Coach	9.0%			
Middle School Coach	5.5%			
Certified Staff	\$20/hr		Freshman/Sophomore Class	
Jr./Sr. Class Adv.	3.0%		Advisor (both per class)	2.0%
Elementary Music	3.0%		Student Council Advisor	
Yearbook Advisor	5.0%		High School	3.0%
Honor Society-High School	2.0%		Junior High School	2.0%
Social Worker	3.0%			
BPA	2.0%		STAR	2.0%

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

Stipends shall be paid for the programs offered below.

Forensic Advisor	TBD
Fine Arts	TBD
Language Arts	TBD
United Nations Module	TBD
Debate	TBD
High School Dramatics (based on a 2-play minimum)	TBD
Science Olympiad	TBD
League Art Show	TBD
Elementary Honor Society	TBD
Honors Band	\$325
Quiz Bowl Advisor	\$650
Talent Review	\$650
Jazz Band	\$800

All Schedule B programs will submit a proposed schedule of events at the beginning of the year/season to the Athletic Director and/or building principal.

ARTICLE XXVI
SCHOOL CALENDAR

2009-2010

August					September					October				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
						PD	PD	WD	V				1	2
					V	8	9	10	11	5	6	7	8	PD
					14	15	16	17	18	12	13	14	15	16
24	25	26	27	28	21	22	23	24	25	19	20	21	22	23
PD					28	29	30			26	CS	28	29	30
	T=1		S=0		T=20		S=17			T=22		S=21/20		
	1		0		21		17			43		38/37		
November					December					January				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6		1	2	3	4					V
9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
16	CE	18	19	20	14	15	16	17	18	11	12	13	14	15
23	24	25	V	V	21	22	V	V	V	18	19	20	21	22
30					V	V	V	V		WD	26	27	28	29
	T=19		S=18/19		T=16		S=16			T=20		S=19		
	62		56		78		72			98		91		
February					March					April				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5	1	2	3	4	5				V	V
8	9	10	11	PD	8	9	10	11	12	V	6	7	8	9
15	16	17	18	19	15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	22	23	24	25	26	19	20	21	22	23
	T=20		S=19		V	V	V			26	27	28	29	30
	118		110		T=20		S=20			T=19		S=19		
					138		130			157		149		
May					June					July				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4				1	2
10	11	12	13	14	7	8	9	10	WD	5	6	7	8	9
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16
24	25	26	27	V	21	22	23	24	25	19	20	21	22	23
V					28	29	30			26	27	28	29	30
	T=19		S=19		T=9		S=8							
	176		168		185		176							

WD Teacher work day, (no students) **CE** Conferences/Elementary (no students)
CS Conferences/Secondary (no students) **V** Vacation period, holiday, or other non-working day

PD Prof. Development Day (no students)

August

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

The teacher work year will be no more than 185 days and the student year will be no more than 176 days.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

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

Individual contracts for the ensuing school year shall be issued by the Board to all teachers, by October 1, or thirty (30) days after ratification of the Master Agreement for that school year.

- C. This Agreement shall supersede any rules, regulations or practices of the Board or its agents, which shall be contrary to or inconsistent with its terms.
- D. Copies of this Agreement shall be duplicated and presented to all teachers now employed and hereafter employed. Duplication costs shall be shared equally by the Board and the Association.
- E. The Board agrees to maintain a list of certified substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 a.m. to report unavailability for work. It shall be the responsibility of the Board to obtain the substitute when considered necessary by the Administration.
- F. Supervision of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher shall receive special compensation for such effort, such as reimbursed by the college.
- G. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and

constitutes the entire agreement between the parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- H. For the purpose of this contract the term "day" shall be defined as a teacher working day except that during the normal summer break they shall refer to the normal five working days of the week.
- I. Association maintains "Rights to Bargain" over the issues of alternative education and distance learning.

ARTICLE XXVIII

MENTOR TEACHER PROGRAM

- A. Section 1526 of the School code of 1976 as amended by PA339 (1993) requires that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher".
- B. In order to formally implement a Mentor Teacher Program, the District and the Association have established the following policy:
 - 1. This Program shall be in place to assist Probationary Teachers who are new to the profession.
 - 2. The selection and appointment of all Mentor Teachers will be the responsibility of the District in its sole discretion. When feasible, the administration may seek input and recommendations from the building school improvement team or other staff advisor committee.
 - 3. It is understood that in order to implement Section 1526 and deal with special situations which may arise, Mentor Teachers may be selected from among professional personnel outside the District such as college professors or retired professional employees, as well as from the instructional staff. Administration may serve as Mentors if mutually agreed by the District and Association.
 - 4. Mentor Teachers will be appointed on a voluntary basis. Current teachers willing to serve in this capacity will submit their names to the principal or supervisor in accordance with any procedures adopted by the District. In order to serve as a Mentor Teacher, a staff member must be tenured and have completed at least five years of successful teaching with three of those in the Coleman Community Schools and the staff member must also have consistently demonstrated excellence in teaching.

The Mentor Teacher assignment shall be for one (1) year and subject to review by the Mentor Teacher and the Probationary Teacher after three (3) months. In the event that the Probationary Teacher, the Mentor Teacher, or the principal or supervisor find the relationship incompatible, the District may

in its sole discretion select a new Mentor for the Probationary Teacher. The appointment may be renewed in succeeding years.

5. Selected Mentor Teachers will be required to participate in staff development programs on mentoring provided by the District or its designee and to perform other duties outlined by the District and required by the Tenure law. All of these activities and duties will be for the express purpose of helping Probationary Teachers become more effective instructors.
6. Those selected Mentor Teachers who are currently employed in the District shall be eligible to receive an annual stipend during any year that they serve as a Mentor Teacher. Mentor Teachers will receive a stipend of \$300 during the Probationary Teacher's first year, \$200 during the Probationary Teacher's second year, and a stipend of \$100 during the Probationary Teacher's third year. This amount will be pro-rated for less than an entire year of service. Where teachers new to the profession are assigned to more than one building, more than one Mentor may be assigned and eligible for this benefit.
7. The relationship between the Mentor and the Probationary Teacher shall be collaborative and confidential. Private conversations between the Mentor and Probationary Teacher shall not be discussed with any third party without prior consent of the Probationary Teacher. Criminal conduct, Board Policy and/or School Code violations will be reported to the appropriate authorities. Information provided by Mentors will not be used in evaluations.

ARTICLE XXIX

DURATION OF AGREEMENT

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

This Agreement shall continue in full force and effect without change until June 30, 2011.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

Secretary

Secretary

Negotiations Chairman

Negotiations Chairman

APPENDIX A

GRIEVANCE REPORT FORM

Building _____
Grievant _____
Date Filed _____

Grievance # _____

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature of CEA Rep.
Date: _____

Signature of Grievant

C. Disposition of Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature of CEA President
Date: _____

Signature of Grievant

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature of Superintendent

Date

C. Position of Grievant and/or Association _____

STEP III

A. Date Received by Board President or Designee _____

B. Disposition of Board of Education _____

Signature of Board President

Date

C. Disposition of Grievant and/or Association _____

STEP IV

A. Date Submitted to Arbitration _____

Signature of Arbitrator

Date of Decision

APPENDIX B

**TEACHER OBSERVATION / EVALUATION FORM
(Tenured)**

Name _____ Date _____

Subject _____ Time _____

Classroom Environment: (Items to be considered: Clean & well organized, do room decorations, bulletin boards, etc. support the learning environment?)

Lesson Planning: (Items to be considered: Do plans follow the approved curriculum? Do they reflect best practice? Are they complete and adequate for a sub teacher?)

Classroom Management: (Items to be considered: Do students understand and follow rule & routines? Is time on task maximized? Are discipline problems handled effectively?)

Lesson Presentation: (Items to be considered: Are lessons properly introduced and related to prior learning? Is there a strong summary at the conclusion of the lesson? Is the lesson geared to multiple learning styles? How will the learning be evaluated?)

(Tenured, Page 1 of 2)

Remediation: (Items to be considered: What accommodations are made to re-teach or remediate students who did not learn the concept?)

Miscellaneous: (Items to be considered: What other factors may influence the overall teaching performance of this teacher?)

Post Conference Notes:

To be filled in after the final observation of the year:

Teacher Performance is (check one):

Unsatisfactory

Needs Improvement

Satisfactory

For Next Year this Teacher is (check one):

Recommended for Contract Renewal

Not Recommended for Contract Renewal

Teacher Signature

Administrator Signature

Date _____

Date _____

(Tenured, Page 2 of 2)

**TEACHER EVALUATION FORM
(Non-Tenured)**

Name _____ Date _____

Grade Level and/or Subject _____

Based on Observations on _____

Goal 1: To develop instructional delivery skills providing for student success.

Goal 2: To provide sound classroom management that is conducive to learning.

Goal 3: To establish and maintain quality relationships and communications.

Goal 4: To meet the school code regarding the first three years "induction into teaching."

Job performance:

_____ Unsatisfactory

_____ Needs Improvement

_____ Satisfactory

Employment Recommendation:

_____ Recommended for Contract Renewal

_____ Not Recommended for Contract Renewal

_____ Recommended for Tenure

Teacher Signature

Administrator Signature

Date _____

Date _____

(Non-Tenured, Page 1 of 1)

APPENDIX C

**GRANT APPLICATION
Prior Approval Form**

Date _____

Name(s) of Grant writer(s) _____

Funding Source of the Grant _____

Purpose of the Grant _____

How will this Grant benefit Coleman students? _____

Amount of the Grant request _____

Superintendent's approval _____