

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**COLOMA COMMUNITY SCHOOLS**

**AND THE**

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

2016-2019

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 RIGHTS OF THE BOARD.....	2
ARTICLE 3 ASSOCIATION RIGHTS.....	2
ARTICLE 4 DEDUCTIONS FOR OPTIONAL TEACHER BENEFITS.....	4
ARTICLE 5 TEACHER RIGHTS.....	4
ARTICLE 6 DUTIES - TEACHING HOURS - CLASS LOADS.....	6
ARTICLE 7 TEACHER EVALUATION.....	11
ARTICLE 8 REDUCTION IN PERSONNEL.....	11
ARTICLE 9 VACANCIES.....	12
ARTICLE 10 TRANSFERS.....	13
ARTICLE 11 PAID LEAVES.....	13
ARTICLE 12 UNPAID LEAVES OF ABSENCE.....	16
ARTICLE 13 MISCELLANEOUS PROVISIONS.....	17
ARTICLE 14 NEGOTIATION PROCEDURES.....	18
ARTICLE 15 GRIEVANCE PROCEDURE.....	18

ARTICLE 16	
SALARY SCHEDULE.....	22
ARTICLE 17	
EXTRA-CURRICULAR SALARY SCHEDULE.....	24
ARTICLE 18	
ATHLETIC SALARY SCHEDULE.....	25
ARTICLE 19	
FRINGE BENEFITS.....	26
ARTICLE 20	
SCHOOL YEAR CALENDAR.....	28
ARTICLE 21	
TERM OF AGREEMENT.....	29
APPENDIX A	SPECIAL EDUCATION .....
	30
APPENDIX B	MENTOR TEACHER .....
	31

This Agreement entered into this 13<sup>th</sup> day of June 2016, by and between the Board of Education of the Coloma Community Schools, hereinafter called the “Board”, and the Northern Berrien County Education Association, MEA/NEA, hereinafter called the Association. R-16

**PREAMBLE**

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

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

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

## **Article 1: Recognition**

### **Bargaining Unit Defined:**

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

All full-time and regular part-time teaching personnel and school social workers, excluding Superintendent, Director of Curriculum/State/Federal Programs, Director of Business Services, principals, assistant principals, Instructional Specialists, Director of Transportation, Director of Custodians, Director of Special Education, Purchasing Agent, Coordinator of Student Affairs and other supervisors and administrators, substitute teachers and all other persons employed or to be employed by the Coloma Community School's Board of Education or any other employer.

R-16

### **Terms:**

The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender. Certification is defined as the teacher's Michigan Department of Education certification. The District's hiring will comply with all State and Federal laws. R-13

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

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

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

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

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for

athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

### **Article 3: Association Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities not prohibited by law for mutual aid and protection. The Board and the Association undertake and agree that they will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan and the United States, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment under this Agreement.
- B. The Association and its representatives shall have the right to use school buildings and rooms for meetings of teachers employed by the Board when it does not conflict with other scheduled events, provided that when special custodial service is required, the Board may make an actual cost charge for said custodian.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with school operations and that such persons who are not teachers check-in with that building's office prior to transacting such business.
- D. The Board is not responsible for providing meeting space, equipment or materials to the Association or any other organization and it maintains its rights to direct the use of such space, equipment and materials. The Board will, however, give every consideration to a request by the Association for the use of space, equipment and materials. The use of such space, equipment and materials may be subject to a reasonable charge, at the discretion of the administration.
- E. The Association shall have the right to post bipartisan notices of its activities in matters of Association concern on teacher bulletin boards and locations not ordinarily accessible to students. It is understood that it is not permissible to post the names of non-union members. All Association

material so posted will be identified, in writing, as Association material. It is recognized that providing a means of communication for members of the Association is not the responsibility of the Board. The Association will have the right to use the regular district mail service and teacher mailboxes for communication to teachers. The Association shall indemnify and save the Board harmless from any and all liability that may arise out of or by reason of actions taken by the Board to comply with this paragraph, provided that the District does not initiate any such legal action. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the MEA and NEA. The Association shall have the right to negotiate a settlement to any such action.

- F. A joint committee composed of Board representatives and local Association representatives shall meet together as needed for the purpose of discussion of any or all items which are of interest to the teachers and/or the school district. The parties shall endeavor to schedule such meetings within ten (10) working days of the request.
- G. The president of the Association shall be notified, and, if requested by the teacher, involved in all cases of proposed dismissal of teachers.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- I. Individual contracts entered into within the duration of this Agreement with those within the negotiating unit as defined in Article I shall be made expressly subject to the terms of this Agreement.
- J. All requests for information as stipulated in the Freedom of Information Act (FOIA) shall generally be forwarded to the teacher within five (5) days. The Association shall pay for the cost to respond to such request including the hourly wages for the lowest paid employee capable of retrieving the information and duplication costs. R-02
- K. The provisions of this Agreement shall be incorporated into and shall be considered part of the established policies of the Board.

#### **Article 4: Deductions for Optional Teacher Benefits**

- A. The Board agrees to deduct from the salaries of teachers, upon their written authorization, optional insurance benefits, and contributions to the United Way. The parties agree that the Coloma Community Schools shall participate in the Michigan Retirement Investment Consortium section 403(b) Tax-Sheltered Annuity Plan. The Board agrees that the following annuity vendors will be included in this Plan: Ameriprise Financial Services, AIG Valic, Paradigm Equities/MEA Financial Services, Waddell & Reed, Plan Member, GLP & Associates, Life Ins. Co. of the Southwest, Mainstay Investments, and the Legend Group. R-16
- B. The District will comply with all court orders or statutory mandates. N-13

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

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

The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. The Board's discipline policy, which the parties agree to follow, shall be made available on the District's website. It shall be the responsibility of the teacher to report to his/her principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

R-16

- B. A teacher may, at all times, use reasonable force to protect himself/herself, any district employee, or a student from immediate physical injury or in other instances as authorized by the school code. Any case of attempted or actual assault or verbal or written threat upon a teacher which had in its inception in a school-centered problem shall be reported immediately to the teacher's immediate supervisor. In the event of such an assault, the teacher involved may request the assistance of the District. This request from the teacher shall be reduced to writing and be given to the Superintendent or his/her designated representative, who shall make a determination as to whether the incident necessitates assistance from the District and/or law enforcement authorities, and the extent thereof. Said teacher will be given written notification of the determination and/or status within five (5) working days. R-09

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

- C. Any formal complaint regarding a specific teacher shall be promptly called to the attention of the teacher in an attempt to resolve said issue. The teacher shall promptly provide the administration with the full particulars of the alleged incident upon which the complaint is based. The teacher shall have the right to Association representation. In the event the complaint cannot be resolved at the oral level above, the complaint shall be placed in writing and provided to the teacher. In the event the teacher feels the complaint is incomplete or unjust, a rebuttal may be submitted in writing within thirty (30) days of receipt and attached to the complaint before it becomes record. R-96
- D. Each teacher shall have the right, upon request, to review the contents of one's own personnel file, whether maintained at the individual building or District Administration Building, except confidential material such as placement credentials and anecdotal notes maintained by an Administrator. This review shall only be conducted in the presence of an administrator or designee. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The teacher shall have the right to file a response to material on file and said response shall become part of the personnel file. In the event a teacher disagrees with personnel file material, he/she may file a written rebuttal within thirty (30) days of receipt of such material. R-96
- E. The Board will reimburse teachers for any damage or destruction of clothes or personal items while on duty on the premises of the school district up to \$200.00 per incident. R-05
- F. The Board shall promulgate policy regarding the appropriate use of physical force by teachers. A copy of the same shall be made available on the District's website. Said policy shall be consistent with the laws of the State of Michigan, but the question of legality shall not be subject to the grievance procedure. Changes in the policy regarding physical force shall be communicated to the Association upon Board approval. R-16

- G. The district shall provide books, periodicals, paper and supplies, and technological support (data projector, classroom computer, access to internet, and photocopying services) for each classroom. When teachers are responsible for ordering textbooks and supplies for the following school year, the administration shall provide the student enrollment projections necessary to make such requisition by five (5) days prior to the end of the school year. R-16
- H. Each teacher will know and implement school rules, such as the school dress code as written, in order to create consistent discipline throughout the district. R-96
- I. Teacher Representation
- Prior to any warning, reprimand, or disciplinary action, a teacher shall be so notified and shall be entitled, upon request, to have a representative of the Association present. When a request for such representative is made, no action shall be taken with respect to the teacher until such representative of the Association is present, but scheduling of a meeting will not exceed 48 hours except by mutual agreement. If the board or administration requests a written statement from a teacher subsequent to any incident or complaint, the teacher shall be entitled to consult with the Association representative prior to issuing such statement provided this does not exceed 48 hours from the time of such request. N-96
- J. The parties recognize that constructive criticism from colleagues may contribute to the professional growth. If a teacher or other district employee conveys criticism or complaints regarding a colleague to an administrator, the District shall verify the basis for the criticism or complaint. This process shall include advising the teacher who is the subject of the criticism or complaint of the source of that material, investigating the accuracy of the information presented and enabling the subject teacher to respond. R-13
- K. Teaching Materials
- Prior to changing, selecting, or upgrading resources, affected teachers will be notified and given opportunity to meet and consult with the Building Administrator or Superintendent/designee regarding the proposed change. R-16
- L. The teachers shall also have the right to make recommendations to the Administration pertaining to system-wide needs for acquisition and replacement of teaching tools. Such recommendations will not be made by the teachers unless a prior requisition for such material has been submitted to the respective building Principals. R-16
- M. Teachers will be notified of FOIA requests for their personnel file prior to the release of the information. This, however, shall not preclude compliance with statutory time lines. R-02

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

- A. An administrative review board composed of the Superintendent and a designated representative, and the two designated local representatives of the Association, shall be convened at the request of a teacher or principal and shall make requests to the Board of Education with regard to teacher-pupil ratio. The Board of Education and the administration shall arrive at a teacher-pupil ratio as finances, classrooms and teachers become available. The District shall maintain a cap of twenty-eight (28) students per classroom in grades K-3 and as its goal a maximum ratio of twenty-eight (28) students to one (1) teacher per classroom in grades 4-12. The term "classroom" as used herein is defined as an average for grades 6-12 and by individual grade level (district-wide) in grades K-5, specifically excluding music and physical education. Both parties recognize that allowances shall be made for



temporary migrant students in calculating class size. R-16

- B. The certified staff contact day is to be no more than seven (7) hours and two (2) minutes inclusive of a 30-minute duty free lunch period. Teachers shall be notified of the building start and end times by August 1<sup>st</sup> prior to the subsequent school year. N-16

Teachers shall be expected to be on duty for an additional thirty (30) minutes beyond the defined school day. Based on need and assignment, the District may determine how this time is allocated before or after the school day with the understanding that the allocation at the beginning or the end of the day does not exceed twenty (20) minutes. Prior to the beginning of the school year, the district shall define the allocation of the thirty (30) minutes for each teacher. N-16

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

To provide opportunity for both elementary and intermediate teachers to coach District-provided athletics, the parties agree that teachers who do not have student contact time during their last period, may leave early to coach provided that they fulfill the contractual work day. Such teachers will report to work early on days they leave early and make themselves available to students and families during that morning time. A list of coaches affected will be given to the CEA president each session. R-16

- C.1. Secondary Grades (6-12)

If a teacher is regularly assigned to teach more than his/her normal teaching load, he/she shall be compensated an additional 1/6th of his/her base salary. If a teacher substitute teaches during his/her planning period, he/she shall be compensated \$28.00. R-13

Definition of teacher load is as follows:

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

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

- C.2. Elementary Grades (K-5)

Elementary classroom teachers shall have scheduled at least two hundred sixty (260) minutes per week of non-instructional time as scheduled by the Principal during the instructional day. This time shall exclude recess period, lunch period, and the time before and after normal student contact hours. If a teacher substitute teaches during his/her planning period, he/she shall be compensated \$28.00 R-13

- C.3. The normal teacher work day shall be defined as contact time plus the additional 30 minute duty time as defined in Article 6.B. R-16

- C.4. The faculty and administration will cooperate in covering the classes of absent teachers where the District is unable to secure a per diem substitute. Teachers interested in voluntarily performing substitute service during their planning period shall notify their building Principal at the beginning of the year. Coverage shall be allocated on a half period basis, unless a substitute consents to cover the entire class period. Where feasible, such substitutions will be allocated on a rotational basis among

those teachers having a common planning period. If there are an insufficient number of volunteers in a given building, the administration shall assign needed coverage on a rotational basis in inverse order of seniority among the teachers in a particular building having a common planning period.

R-13

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

C.5. Where classes are combined due to the absence of the regularly assigned classroom teacher, the teacher with the increased teaching load shall receive the rate of pay of \$28.00 per class period in addition to his/her normal salary. R-13.

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

E.1. All teachers shall attend meetings called by the administration as a regular part of their teaching duties unless otherwise excused by the administration. Teachers will be notified at least two days in advance when possible and will not be required to attend more than one (1) meeting per week that extends beyond one half (1/2) hour.

E.2. Teachers may be required to attend up to four (4) hours of meetings at the request of the administration for the purpose of curriculum study during the year in which their curriculum area is under review. Participation may include, but not be limited to, writing curriculum and review and approval of curriculum. If a teacher is involved in multiple curriculum areas, it shall not be expected that the teacher will participate in more than one curriculum area. N-96.

E.3. Teachers may be required to attend up to:

Two (2) hours of open house/orientation in the week preceding or during the first two weeks of the school year to provide parents/students the necessary information to begin the school year successfully.

Up to six (6) hours of time outside the contractual school day for parent/teacher conferences during the first semester of the school year as agreed to in the district calendar.

Up to three (3) hours of time outside the contractual day for parent/teacher conferences during the second semester at the Elementary/Intermediate Schools or to be used as time for parent involvement activities at the Junior High/High Schools, as determined by the building principals and announced to all teachers prior to the start of the second semester. N-16

F. A general lesson plan for the week will be made available to the building principal or designee at the beginning of the day on Mondays. Teachers shall be informed by the building principal as soon as practicable of the schedule of events involving the student body, i.e. pep assemblies, state testing, and other activities which change the routine scheduling. If a teacher is absent a detailed lesson plan will be provided for the substitute. R-16

G. In cases of emergency, any teacher who cannot make the scheduled starting time will notify the building principal.

H. All teachers will be entitled to duty-free lunch periods for at least 30 minutes as scheduled in each building. Teachers may accept or volunteer for noon supervision on a paid basis. K-12, \$1650.00. R-05

- I. Teachers who volunteer for student teachers shall be of tenure status, not subject to a plan of assistance, and hold a minimum of a provisional certificate. No student teacher shall be assigned to more than two supervising teachers. R-99
- J.1. Assignments for courses in Summer School programs will be made by the Board on the basis of preference to teachers regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than two (2) hours in any Summer School program. Teachers shall be compensated at the rate of \$30.00 per hour. It is expressly understood that teachers assigned to the above positions shall not acquire tenure-type status in these positions. R-13
- J.2. Teachers who are assigned home school, online virtual academy, or tutoring assignments for suspended students shall be compensated at the rate of \$30.00 per hour for school year for outside school day. R-13
- K. The Board shall make reasonable effort to provide, in each school, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use. At least one room appropriately furnished shall be reserved for use as a faculty room. Provisions for such facilities will be made in all future buildings as finances permit. R-96
- L. Assignments (such as sponsorship, coaching activities, and other extra-curricular activities) which are in addition to the normal teaching schedule during the regular school year, shall be voluntary on the part of the teachers involved.
- M. At the secondary level no teacher shall have more than three (3) preparations per day in the academic subjects, subject to such additional preparation for which the teacher agrees. It is understood that such additional preparations shall be distributed in an equitable manner. Each modified, accelerated and enriched class requiring different preparation shall be considered a single preparation. In case of staff reduction, this section may be reopened for adjustment. R-16
- N. The teacher's non-teaching period is a part of every teacher's working day exclusive of lunch period. This time is to be used for parent-teacher conferences, student-conferences, conferences with administration; instructional planning and preparation; including collaborative planning and preparation as determined by the building principal in consultation with teachers and work teams; instructional coaching, and non-classroom supervision as determined by staff and principal of each building. R-16
- O. Teachers new to the system will report two days prior to the beginning of instructional duties for district and building orientation. Probationary teachers shall be provided with a minimum of ninety (90) hours of professional development during their first three (3) years of classroom teaching. If professional development is provided by the ISD, the District will assume the cost. Probationary teachers who fail to complete the requisite 90 hours may be subject to nonrenewal. R-16
- P. The parties acknowledge that the teaching professional is uniquely qualified to contribute to the improvement of the educational programs of the District through teacher participation in the school improvement process. Teacher participation outside of regular working hours is voluntary. R-13
- Q. It is recognized that the administration has the right to appoint Department Chairpersons at the secondary level on an annual basis. The administration shall endeavor to rotate this responsibility among the members of a Department whom the administration determines are qualified for the assignment. Teachers within a department shall have the right to reject appointment as Department Chairperson. In the event that there are no qualified persons, as determined by the administration,

willing to accept the appointment, the members of the Department shall nominate a qualified candidate to the administration. The administration shall make the final decision respecting the appointment.

R. Mentor Teachers R-96

1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.
2. Probationary teachers in his/her first three (3) years in teaching shall be assigned a mentor teacher by the administration. The administration shall notify the Association when an appointment is made.
3. If a mentor teacher is from the bargaining unit:
  - a. The mentor teacher shall be a tenured member.
  - b. Participation as a mentor teacher shall be voluntary.
  - c. The mentor assignment shall be for one (1) school year subject to review of the mentor teacher and mentor after four (4) months. The appointment may be renewed in succeeding years.
  - d. The mentor shall receive \$150.00 for the first year of probation, \$100.00 for the second year of probation and \$50.00 for the third year of probation subject to published guidelines. R-05
4. The employer shall reimburse mentor teachers reasonable expenses for training.

S. Should the Board consider changing the instructional day, the Board shall notify the Association of its intent and include the Association in the planning process. R-13

T. Teachers shall not be primarily responsible for catheterization, diapering, suctioning, or the administration of medication to students, provided however the teacher shall receive training and perform such duties in emergency situations. N-96

U. Within each building, efforts shall be made to equally distribute special education students within a grade level or class sections. On a building-wide basis, teachers and the administrator shall meet to discuss means to effectively serve special education students. N-96

V. The prospective classroom teacher shall be consulted before the scheduling of IEPC meetings and may attend whenever the teacher's schedule permits at no additional pay. R-16

### **Article 7: Teacher Evaluation**

- A. 1. At the evaluation conference, the teacher shall sign the evaluation and a copy will be furnished to the teacher. Said signature shall only indicate receipt of the evaluation.
2. In the event the teacher feels his/her evaluation/observation was incomplete or unjust, he/she shall put his/her objections in writing and have them attached to the evaluation/observation report to be placed in his/her personnel file. This rebuttal shall be filed within ten (10) days from the date of the evaluation conference or receipt of the observation report. The rebuttal shall be attached to the

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

- A. The term “seniority”, as used herein, shall be defined as the number of consecutively contracted years of experience in the Coloma School system. A Board granted leave of absence does not constitute a break in the “consecutive” contracted years of experience. Administrative experience will be considered the same as teaching experience for the purpose of determining seniority (one year for one year) for administrators employed by the district on or before September 1, 2002 and who are later transferred to a teaching position. Administrators hired after September 1, 2002, and who have not previously worked at Coloma Community Schools as a teacher shall not accrue bargaining unit seniority. R-13
- B.
1. Seniority begins the date of the first contract date signed as a certified employee of Coloma Schools.
  2. When there was or is only a month date available as to when a teacher started at Coloma, the seniority date will become the first contracted day of that month. Example: contract signed September 1975, on the seniority list it would appear as September 6, 1975.
  3. For teacher contract purposes, 181 days will be equal to one year. R-16
  4. A teacher shall not accumulate seniority during periods of Board approved unpaid leaves and Layoffs. During these periods, the teacher’s seniority shall remain frozen at that amount accumulated prior to the leave or layoff. This shall not constitute a break in service; however, the teacher shall have his/her years of service adjusted accordingly.
  5. In the event the seniority is equal for any number of teachers, the following point system shall be used to determine the order of listing: R-13
    - a. One point per year of teaching experience.
    - b. One point per year of teaching experience in the Coloma Community Schools.
    - c. Three points for a masters’ degree.
- C. A seniority list shall be prepared by the Board by November 30<sup>th</sup> of each school year. The list shall show the employee’s seniority, certification and major and minor areas of study. A copy of this seniority list shall be transmitted to the Association and to each individual teacher. Any errors in the seniority list shall be brought to the attention of the District within twenty (20) school days after it has been distributed. Thereafter, the list shall be final for that school year. R-02
- D. Teachers will not be entitled to any compensation or fringe benefits while on layoff, except those teachers who complete a full year shall have their insurance premium contributions made by the Board continued through August of that year. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments towards health insurance.
- E. Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected in the employer’s records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board of intent to return on the date specified in the notice or within ten (10) calendar days of delivery of said notice, whichever is later, or within five (5) calendar days that said notice is determined non-deliverable, said employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment

contract and any other employment relationship with the Board. In the event the recall notice is determined non-deliverable, the District shall so notify the Association.

### **Article 9: Vacancies**

- A. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application shall be renewed annually.
- B. A vacancy in a bargaining unit position (including extracurricular assignments) shall be defined as a bargaining unit position which is presently unfilled, an extra section of a class, a bargaining unit position which is currently filled but which will be open in the near future, or a new bargaining unit position that is currently not in existence. Vacancies in administrative positions shall also be posted, but shall not be subject to other requirements of this Article. R-99
- C. All vacancies, having been signed by designees of the District and the Association shall be posted for a minimum period of five (5) working days, exclusive of vacation days. During the summer, "working days" shall be defined as days on which the central administrative office is open. Postings shall contain the following information: R-99
  - 1. Type of assignment (grade level/subject)
  - 2. Location of assignment.
  - 3. Position requirements.

Postings for extracurricular positions shall also contain the starting and concluding dates of the assignment.

- D. Any teacher may apply for a vacant position by writing to the Superintendent within the posting period, as defined above. R-16
- E. All teacher applicants within the bargaining unit shall be personally notified of the Board's disposition within five (5) working days regarding the filling of the vacancy for which they applied. R-13

### **Article 10: Transfers**

- A. In the event a teacher should request a transfer, the request shall be in writing, addressed to the Superintendent. The teacher requesting the transfer shall send a copy of the request to the Association President. Requests will be considered should they be made either during the school year or during the summer. A request shall be renewed annually to be given continued consideration. R-13
- B. At least five (5) days before the end of school teachers will be given written notification of their tentative assignment(s) for the following year. Tentative assignment(s) shall include grade level and/or subject area assignment(s) and specific courses to be taught. Teachers shall be notified of any changes in assignments after the end of the school year directly by phone or by e-mail. R-16

### **Article 11: Paid Leave**

- A. Teachers shall be entitled to twelve (12) paid leave days per year, two (2) of which may be used for personal business and for which a reason need not be given. Personal business days are non-cumulative, however, the other days may be accumulated from year to year to a maximum of one

hundred eighty (180) days. Teachers hired after the first day of school or on extended leave will have their days pro-rated to match their actual time worked. Teachers hired on or after July 1, 1992, shall be allowed maximum accumulation of one hundred fifty (150) days. Teachers on staff prior to July 1, 1992, who had accumulated 180 days shall be entitled to retain that accumulation. R-13

- B. Personal business days may not be used immediately before and after a vacation period, school recess or holiday. They will be deducted from paid leave days. R-13
  - 1. At the end of the school year, unused personal business days shall be converted to teacher paid leave days and applied to the teacher's paid leave day bank. R-16
  - 2. A notification for personal business day(s) will be submitted in writing to the building principal at least one week prior to the intended date(s) of absence whenever possible. Emergency leave will be granted as soon as the nature of the emergency has been explained to the building principal and appropriate arrangements can be made.
  - 3. Personal business days may also be used for religious observances which are obligatory for a teacher due to written denominational law. Any additional days required for the foregoing purpose shall be taken as unpaid leave days. R-02
- C. The Superintendent may require a teacher to submit to a physical and/or mental examination by a physician of the Board's selection to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense.
- D.1. In the event of absence of a teacher for personal illness, the Board may require an examination by a physician of the Board's selection. The Board will be responsible for the cost of said examination. If a teacher is absent due to personal sickness, it is expected that said teacher shall be either at home or seeking medical attention.
- D.2. The Superintendent may request a teacher to provide a physician statement of specific reason for said absence (example: bronchitis, not illness) after the seventh (7th) day or three (3) consecutive days of sick leave in a school year or if abuse is suspected. Said reason shall be forwarded to the Superintendent. If it is found that abuse of the privilege of sick leave was used for a paid personal absence, such abuse may be considered just cause for dismissal or termination of contract. Medical statements will be retained only in a separate confidential file in the central office. These statements will not be subject to FOIA. R-16
- E. Teachers shall be informed of the procedure to report unavailability for teaching. Teachers shall report as soon as they have knowledge that they will be unavailable to work. Teachers shall make every effort to report by ninety (90) minutes before their required reporting time. If not, they will not be given credit for a paid day and will lose a day's pay unless an emergency is involved wherein advance notice could not be given. Once a teacher has reported, it becomes the responsibility of the administration to arrange for a substitute. R-16
- F. The administration must arrange for a substitute for all absent teachers and will call on other teachers to "fill in" only if the ninety (90) minutes advance notice has not been given, if a substitute cannot be obtained, or if a teacher has to leave during a working day. Allocation of these responsibilities will be as set forth in Article 6(c4) of this Agreement. R-13
- G. Paid leave may be used for members of the immediate family provided that the illness is serious enough to require medical attention. Additional paid leave may be granted at the discretion of the

Superintendent or his/her designated agent. The days will be deducted from accumulated paid leave. R-16

H. If it is necessary for a teacher to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the teacher shall receive the difference between his/her net salary and the amount received as Workers' Compensation benefits up to the employee's accumulated paid leave. The salary differential shall be figured on a percentage basis and the same percentage shall be deducted from the teacher's accumulated paid leave. (For example: if Workers' Compensation pays 60% of the net pay amount, paid leave will pay only 40% and the teacher's paid leave accumulation shall be charged .4 of a day for each day used.) R-16

I. The District shall not be required to allow proportional use of paid leave days where a teacher is receiving workers' compensation benefits in the event that the District's Workers' Compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354. In that event the teacher shall receive only the Workers' Compensation benefits for which he/she is eligible. R-16

J. Bereavement Leave

Five (5) days of bereavement leave may be used for funerals of the following members of a teacher's "immediate family" - significant other, child (including step-children), parent, or other persons for whom teacher is legally responsible. Up to three (3) days of bereavement leave may be used for funerals of the teacher's "immediate family" defined as follows: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew. R-13

K. Association Business Days

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

L. Jury Duty

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

M. Subpoenaed Days

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



## Article 12: Unpaid Leaves of Absence

### A. District Leave

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

### B. Illness and Disability Leave

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

### C. Child Care Leave

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

### D. General Conditions for Unpaid Leaves

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

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

4. Premature termination of the leave or re-employment with the District during the term of the leave shall be at the discretion of the Board.
5. Leaves of absence to commence at the beginning of a school year shall be submitted by the preceding July 1, except in cases of emergency where the requirement may be waived by the Superintendent. Other leaves shall be requested at least forty-five (45) days in advance, except in cases of emergency where the requirement may be waived by the Superintendent.
6. All unpaid leaves are without compensation and benefits under this Agreement.

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

1. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
    - (a) Birth, adoption, or foster care placement of an employee's child;
    - (b) Serious health condition of an employee's spouse, child or parent;
    - (c) The employee's own serious health condition.
    - (d) Other reason as provided by statute. N-13
  2. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations. R-05
  3. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand. N-96
  4. Applicable paid leave will be concurrent with FMLA. N-13
  5. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
  6. Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District's selection at District expense.
- F. Except for FMLA leaves, all other unpaid leaves are without compensation and benefits under this Agreement.
- G. Days referred to in this Article are calendar days.

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

- A. Copies of this Agreement shall be printed at equal expense of the Board and the Association and presented to all contracted teachers now employed or hereafter employed by the Board. The Association shall have twenty-five (25) extra copies for its own use.
- B. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, or will any of its members or any teachers take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full faithful and proper performance of the teachers' duties of employment), against the Coloma School District.
- C. If any specific provisions of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provisions or

specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

- D. The parties acknowledge that the policy of least restrictive environment is legally mandated. To the extent that the District engages in formal planning for implementation of LRE, the Association shall be notified and represented during such planning.

#### **Article 14: Negotiation Procedures**

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. In the event the parties determine that there exists a mutual concern regarding the administration of this contract, the parties will confer regarding said matter. Such conferences may be initiated by the moving party by making a written request to the other party.

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

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

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

1. The termination of services of or failure to re-employ any teacher. R-13
2. Any matter involving teacher evaluation, layoff/recall and assignment, placement and other prohibited subjects of bargaining. R-13
3. Any matter for which there is administrative recourse under State or Federal statutes. Questions of jurisdiction under administrative recourse will be decided as threshold issues at arbitration. R-96

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

- B. The Association shall have the right to designate representatives to handle grievances. The Association Representative is the designated spokesperson for the Association assigned to a given building. The Association shall give the administration a written list of designated Association Representatives. An Association officer may act in the place of a building Association Representative provided notice of such substitution is given to the building administrator in advance of the initial grievance processing. R-02
- C. The term “days” as used herein shall mean days in which school is in session, except during the summer break when “days” shall mean when the District’s administrative office is open.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;

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

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

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

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

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

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

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

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within twenty-one (21) days after the decision of the Board refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. A copy of said demand shall be given to the Superintendent. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

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

F. Should a teacher fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred, provided that if the claim involves a remedy directly benefiting the grievant regardless of his/her employment it shall not be barred by reason that the teacher has left the employ of the Board.

G. The Association shall have no right to initiate the grievance involving the right to a single teacher without his/her express approval in writing thereon. If the Association initiates a grievance involving a group of teachers, a single teacher shall not be included in said group if he/she requests to be excluded therefrom in writing.

H. The fees and expenses of the arbitrator shall be borne by the party determined to be the loser by the arbitrator. The costs of witnesses and other matters shall be solely borne by the parties to those costs.

- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
- J. The time limits and steps provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.
- L. Neither party shall be permitted to assert in arbitration any grounds, defenses or proofs not previously disclosed to the other party at least ten (10) days prior to the arbitration proceeding.
- M. The Superintendent agrees to meet informally with the representatives of the Association upon written request of the Association or the Superintendent for the purpose of discussing problems of mutual concern. These informal discussions shall involve mutual exchange of suggestions and ideas but shall in no sense be considered bargaining. The sole purpose of these conferences is to provide communication between the Superintendent and the Association to gain better insights and better understandings between the parties, and to promote closer cooperation in all relationships concerning this Agreement. A letter of understanding may be the outcome of these meetings. N-96

**Article 16: Salary Schedule**

R-13

2016-17

Experience	Step	BA	BA+18	MA	MA+20
1	1	35,744	36,407	38,393	40,380
2	2	36,046	36,703	38,669	40,635
3	3	37,357	38,178	40,143	42,108
4	4	38,833	39,817	41,781	43,746
5	5	40,470	41,455	43,422	45,385
6	6	42,109	43,092	45,061	47,051
7	7	43,748	44,731	46,696	48,689
8	8	45,386	46,370	48,336	50,300
9	9	47,188	48,174	50,138	52,103
10	10	49,156	50,140	52,103	54,071
11	11	51,124	52,104	54,071	56,038
12	12	53,624	54,616	56,038	58,004
13	13	55,964	56,983	58,902	60,890
14	14	56,636	57,667	61,391	63,423

15+	15			62,128	64,184

2016-2017 One step across the schedule,  
+ 1.2% top step – all lanes, creating a Step 15

2017-2018 -- Transition to new salary schedule (Appendix C)  
Wage & insurance reopener.

2018-2019 -- Wage & insurance reopener.

R-16

A. Pay Dates

Each teacher shall receive twenty-six (26) equal payments payable bi-weekly. Salary payments shall be reduced for unpaid time. R-16

B. Previous Experience

Previous teaching and related experience: A teacher, upon being initially employed by the District, at Superintendent’s discretion may be placed on the salary schedule on the basis of one (1) year of credit for each year of teaching experience in an accredited public or private school or related professional experience. This shall be subject to a maximum of five (5) years of credit. The teacher’s placement on the schedule shall reflect the year(s) steps on the schedule that were frozen during the period that the service time is granted. Teacher’s placement on the salary schedule is not subject to grievance. R-16

C. Salary Advancement

A teacher shall be advanced one step on the salary schedule provided that he/she actually worked at least fifty percent (50%) of the contracted teacher days in the school year, as defined in the negotiated school calendar. Those teachers working less than the requisite 50% of the days during the school year shall not be advanced on the salary schedule. No half-steps shall be granted for salary schedule advancement purposes. For 2014-2015 and beyond, no steps or longevity will be paid absent a negotiated agreement. R-13

D. Additional Course Work

Acceptable course work for consideration of credit hours on the salary schedule shall be from a regionally accredited college or university and shall be at the 500 college level or greater. Credit hours must be in a teacher's subject area or for the purpose of professional growth and have prior written approval from the superintendent. Employees must submit transcripts confirming the number of credit hours to support movement on the pay scale. The course work must have been taken concurrently or beyond completion of that degree level. R-16

1. If a change in pay is warranted, the pay change will take effect at the beginning of the semester following the semester in which the course work was completed and verified.  
R-13

2. If paperwork is pending to verify course/degree completion, the pay shall be retroactive to the beginning of the school semester following completion of the course work.
3. Classes which are audited shall not be considered toward the credit hours for consideration on the pay scale.
4. A joint committee composed of the Superintendent, a Building Administrator, and one Association representative shall meet as needed to address issues that may arise in this section. R-09

E. Tuition Reimbursement

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

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

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

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

**Article 18: Athletic Salary Schedule**

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

**FOOTBALL**

Head Varsity.....	16%
Assistant Varsity .....	10%
Head J.V. ....	10%
Assistant J.V. ....	9%
Head Freshman .....	10%



Assistant Freshman .....	9%
Head Junior High .....	9%
Assistant Junior High .....	7%

BASKETBALL (men and women)

Head Varsity .....	16%
J.V. ....	10%
Freshman .....	9%
Seventh & Eighth Grade .....	7%

WRESTLING

Head Varsity .....	16%
J.V. (when numbers warrant).....	10%
Head Junior High (when numbers warrant).....	7%
Assistant Junior High (when numbers warrant).....	6%

TRACK (men and women)

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

VOLLEYBALL

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

GOLF

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

CROSS COUNTRY

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

TENNIS (men and women)

Varsity .....	10%
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SOCCER (men and women)

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

SOFTBALL/BASEBALL

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

CHEERLEADING

Varsity Competitive .....	7%
J.V. Competitive .....	4%

BOWLING (men and women)

Varsity.....7%

R-16

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

**Article 19: Fringe Benefits**

**A. Insurance**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments on behalf of full-time teachers and their eligible dependents. All subsequent years of this contract, the insurance plan will be subject to renegotiation. R-16

The Board shall provide, as described in Plans A, B and C, an amount per month per full-time equivalency teacher to be used for the purpose of Health, Dental, Life and Disability insurance benefits for the teacher employee group.

In the event the cost of the total group’s coverage exceeds the amount funded by this paragraph, the remaining premium shall be composited and deducted from each employee who receives health insurance. This amount will be covered by a proration schedule.

In the event the total premium is less than the funded amount, the residual funds will be retained for credit against future premiums.

**Plan A** – For employees electing MESSA health insurance, the Board will contribute the assigned maximum hard cap figures, as determined by the Department of Treasury for the state of Michigan, for health care premiums and ancillary benefits outlined below.

Health	MESSA – Choices II PAK – Saver Rx; \$500/\$1000 deductible \$20/\$25/\$50 office visit
Negotiated Long Term Disability	60% to \$4,000 Month Maximum 90 Calendar Days – Modified Fill Pre Existing Conditions Waiver – Yes Freeze on Offsets – Yes Alcoholism/Nervous Waiver – Two Year Limitation Mental/Nervous Waiver – Two Year Limitation
Negotiated Life	\$25,000 with AD&D
Vision	VSP 3
Delta Dental	50/50/50 (\$1,000 max) Class IV 50 (\$1000 max) Maximum for Class I & II

**Plan B** – For employees electing MESSA health insurance (ABC), the Board will contribute state assigned maximum hard cap figures, as determined by the Department of Treasury for the state of Michigan, for health care premiums and ancillary benefits outlined below.

Health	MESSA – ABC Plan; \$1300/\$2600 deductible
Negotiated Long Term Disability	60% to \$4,000 Month Maximum 90 Calendar Days – Modified Fill Pre Existing Conditions Waiver – Yes Freeze on Offsets – Yes Alcoholism/Nervous Waiver – Two Year Limitation Mental/Nervous Waiver – Two Year Limitation
Negotiated Life	\$25,000 with AD&D
Vision	VSP 3
Delta Dental	50/50/50 (\$1,000 max) Class IV 50 (\$1000 max) Maximum for Class I & II

**Plan C** – For employees not electing MESSA health insurance –

Negotiated Long Term Disability	60% to \$4,000 Month Maximum 90 Calendar Days – Modified Fill Pre Existing Conditions Waiver – Yes Freeze on Offsets – Yes Alcoholism/Nervous Waiver – Two Year Limitation Mental/Nervous Waiver – Two Year Limitation
Negotiated Life	\$25,000 with AD&D
Vision	VSP 3
Delta Dental	50/50/50 (\$1,000 max) Class IV 50 (\$1000 max) Maximum for Class I & II
Cash Option	\$350/month

R-16

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

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

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

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

B. Retirement Benefit

Teachers retiring through MPSERS who provide notice by March 1 of retirement at the end of the school year and have at least 100 hundred (100) accumulated paid leave days will receive \$2500.00 plus \$50.00 a day for each day over one hundred, capping at \$5,000.00 R-13. Payment will be made on or before November 1 following retirement. R-16

**Article 20: School Year Calendar**

A. The school year calendar shall be based on 181 working days for teachers, and 183 working days for teachers new to the system. Student days shall be based on the recommended county calendar as prepared by the Berrien County Intermediate School District. R-16

B. Inclement Weather

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

When an Act of God or a Board directive causes the closing of a school, teachers shall be excused from reporting to duty without loss of pay for up to three (3) days. For emergency closing beyond the first three (3) days, and in which the state does not require to be rescheduled to meet the days and/or instructional hours, the Board reserves the right to reschedule those days as teacher professional development either in the week following the last day of the school year, the week preceding the reporting date for teachers in the fall of the next school year, or at a mutually agreeable time with the Association. Teachers that do not attend the required professional development would be docked pay for those days missed. R-16

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

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

**Article 21: Term of Agreement**

This Agreement shall become effective upon ratification and signature by the Board and the Association and shall continue in effect through the 30<sup>th</sup> day of June 2019, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. R-13

The school schedule for teachers and students shall be open for negotiations for each year of the Agreement. Negotiations shall commence not later than May 1, 2017, with the objective of

concluding bargaining by July 1, 2017. R-13 Should bargaining not result in an agreement by the latter date, either party shall have recourse to the impasse resolution procedures under the Public Employment Relations Act. R-16

If an Emergency Financial Manager is appointed by the State of Michigan, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the public employment relations act (PERA).  
N-13

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

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

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

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

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

APPENDIX A

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

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

If the IEPC is scheduled to start within twenty-nine minutes before or after the end of the teachers' workday, the teacher(s) will not receive any additional compensation. However, if the meeting is scheduled to start thirty minutes or more before or after the end of the teachers work day, the teacher(s) will receive one-hour pay at \$25.00.

**Coloma Community Schools**

**Coloma Education Association (MEA)**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

APPENDIX B  
MENTOR TEACHER

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

REPORTS TO: Building Principal

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

PERFORMANCE RESPONSIBILITIES:

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

LENGTH OF TERM AND WITHDRAWAL:

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

APPENDIX C  
SALARY SCHEDULE 2017-18

Step	BA	MA	
1	36000	39600	Each step is 2% increase MA is 10% more than BA
2	36720	40392	
3	37454	41200	
4	38203	42024	
5	38968	42864	
6	39747	43722	
7	40542	44596	
8	41353	45488	
9	42180	46398	
10	43023	47326	
11	43884	48272	
12	44761	49238	
13	45657	50222	
14	46570	51227	
15	47501	52251	
16	48451	53296	
17	49420	54362	
18	50409	55450	
19	51417	56559	
20	52445	57690	
21	53494	58844	
22	54564	60020	
23	55655	61221	
24	56768	62445	
25	57904	63694	
26	59062	64968	
27	60243	66267	
28		67593	
29		68945	
30		70323	

\*Teachers will be placed in the salary schedule for the 2017-18 school year at the appropriate step to ensure they at least maintain their current level of salary from the 2016-17 school year. Any teacher that experiences a change in lanes due to educational attainment prior to the start of the second semester of the 2016-17 school year will have that salary incorporated into the appropriate placement on the salary schedule for the start of the 2017-18.