

8/31/94

MASTER AGREEMENT

BETWEEN THE

COLDWATER COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND THE

COLDWATER EDUCATION ASSOCIATION

1991-1994

Coldwater Community Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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1991-1994

WALTER W. WATSON

BETWEEN THE

CHRYSLER CREDIT CORP.

AND THE

AND THE

AMERICAN CREDIT ASSOCIATION

1931-1932

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COLDWATER COMMUNITY SCHOOLS
MASTER CONTRACT
Coldwater Education Association
Coldwater Board of Education

ARTICLE I - RECOGNITION

- A. The Board of Education of Coldwater Community Schools (hereinafter called "Board"), hereby recognizes the Coldwater Education Association (hereinafter called "Association") as the sole and exclusive bargaining representative as defined in Act 336 of the Public Acts of 1947, as amended, for all certified teaching personnel under contract, including all certified full-time or part-time and/or counselors employed in Adult Basic Education and High School Completion programs of the Coldwater Community Schools, but excluding therefrom substitute teachers, per diem appointment teachers, and non-regularly employed part-time teachers, teachers and counselors in the Leisure Time Learning Program, Day Care Center, Senior Citizens Programs, substitutes, administrators, supervisors, casual employees, and volunteers of the Community Education programs, and all other supervisory personnel, including but not necessarily limited to the following: the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and all office, clerical, and maintenance and operating employees.
1. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the above-named Association in the bargaining unit and reference to male teachers shall include female and singular shall include plural.
 2. Adult Basic Education and Adult High School Completion teachers who are employed in the Community Education programs may have separate sections in this contract and will be identified as AB&HSC teachers.
 3. The term "Board" shall include its officers and agents, including administration.
- B. The Board agrees not to negotiate with any other organization other than the above recognized association for the duration of this agreement.

ARTICLE II - FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. All teachers, as a condition of continued employment, shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue from year to year unless revoked in writing.

2. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within thirty (30) days after the commencement of employment. The Association shall deliver to the Superintendent on or before the 1st day of October, of each year of this contract, a written statement specifying the amount of the non-member's representation fee.

3. AB&HSC teachers may join the Association (including the National and Michigan Education Association). All AB&HSC teachers electing membership shall be included under Article II, Section A, #1. All AB&HSC teachers not electing membership shall be included under Article II, Section A, #2.

B. In the event the provisions of Paragraph A have not been met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with the conditions, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher. In the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the, then, current year unless, prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then, and in that event, neither the Association nor the teacher shall have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

C. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments.

D. Form:

On this ___ day of __, 19 __, I, _____, hereby authorize the Board of Education to deduct the following sums in ten (10) equal installments as dues for the following organizations from the second monthly paycheck of my employment as specified in the Master Agreement:

\$ _____ Coldwater Education Association
\$ _____ Michigan Education Association
\$ _____ National Education Association - or
\$ _____ Non-Member's Representation Fee

I further understand that, in the event of a dispute over payments of the specified amounts, I must seek my remedy from the Association. Further, it is my expressed understanding that this authorization for dues deduction shall be revocable only if I expressly so state, in writing, a copy of which must be placed on file with the superintendent and a copy with the Treasurer of the Association.

Filed with the Board of Education on the _____ day of _____, 19__.

Teacher's Signature

- E. Authorization for deductions filed with the Superintendent on or before the 10th day of September of each year of this Contract shall become effective with the first scheduled deduction of the current school year. Authorizations for deductions filed after the 10th day of September of each year of this Contract shall be deducted from the second paycheck of each month of the second semester.
- F. Dues authorizations, once filed with the Superintendent, shall continue in effect until a revocation form, in writing and signed by the teacher, is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one (1) authorization form per year per teacher.
- G. Upon the filing of the written notification, specifying the amount of the non-member's representation fee, said amount shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.
- H. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- I. Dues deductions shall be transmitted by the Superintendent to the CEA Treasurer within fifteen (15) days after such deductions are made. The CEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.
- J. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- K. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be

reviewed with the employee by a representative of the Board and the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

- L. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing provisions of this article.
- M. The Board agrees to allow payroll deductions for any MEA special services (MESSA), and current deductions will be continued provided such deductions are duly authorized and paid for by the individual teacher involved. By October 1st of any school year, all said authorization will be filed with the payroll department of the business office. Once filed, authorization shall continue in effect until a written and signed revocation by the individual teacher involved is submitted to the payroll department.

ARTICLE III - TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association shall have the right to use school buildings at reasonable hours for meetings, provided they have prior approval from the building principal and/or superintendent. Bulletin boards, mailboxes, mail distribution and daily bulletins shall be made available to the Association and its members. The Association shall be responsible for any material placed upon the bulletin boards or distributed through mailboxes or any mail distribution or daily bulletins.
- B. Upon written request, the Board agrees to furnish the Association available information concerning the financial resources of the district, adopted budgets, and such other information as the Association may reasonably require to be informed and constructively develop programs on behalf of its membership. Items exempted by the Freedom of Information Act, 1977, will not be provided.
- C. The Association shall have the rights as accorded it by law, Constitution of the State of Michigan and Constitution of the United States.
- D. The Association and the teachers recognize that the basic duty of each teacher is to use his skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Coldwater Community Schools.
- E. The Association and teachers further recognize and incorporate by reference the Code of Ethics of the National Education Association as adopted by the NEA Representative Assembly in July 1975, as later revised, as the basic standard of professional conduct to which they will adhere in the performance of their obligations to the Board and the youth of the Coldwater School System. Teachers

are expected to comply with the rules, regulations and directions where a conflict exists. The Association recognizes that abuses of sick leave or other leaves of absence, chronic tardiness or absence, willful deficiencies in professional performance, and violations of this contract reflect adversely on the teaching profession and create undesirable teaching conditions in the school building.

The Association agrees it will not support or condone in any manner such abuses, deficiencies, or violations of the Code of Ethics, and will, upon notice by the administration, investigate and take action as the Association deems necessary, in addition to whatever disciplinary action the administration or Board may appropriately institute. The Association agrees to notify the Superintendent as to the action taken in such cases. Further, it is agreed that, in the event the Association fails to investigate, the Board may submit an alleged violation of this section by the Association to binding arbitration. The Board recognizes that the Code of Ethics of the National Education Association is considered by the Association to define positive acceptable criteria of professional behavior.

ARTICLE IV - BOARD RIGHTS

- A. 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 and constitution of the State of Michigan, and the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 3. 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;
 4. 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, after considering the recommendations of the teaching staff concerned;
 5. 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, subject to the terms of this Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 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 and accreditation standards established by the University of Michigan, the North Central Association of Colleges and Secondary Schools, and the State of Michigan.

- B. Further, the Board has the right to require health and tuberculosis examinations. All teachers shall file with the Office of the Superintendent the results of these examinations prior to the teacher's work year.
- C. The Superintendent of Schools may request a physical or psychiatric examination of any teacher and/or require a statement from the treating physician. Whenever an examination is required, the request shall be accompanied by a written statement with valid reasons for the request. The teacher may select the physician who shall furnish a report of the examination to the Superintendent. If the examination and the records show that the teacher is not in proper condition to perform his duties, he may be required to take a leave of absence without pay after using up accumulated sick leave, or to extend the existing leave of absence until he can furnish satisfactory evidence of his fitness to return to work. All examinations shall be conducted by a qualified physician. All examinations requested by the Board are to be paid for by the school district.

ARTICLE V - PROFESSIONAL COMPENSATION

- A. Salaries of teachers covered by this Agreement are set forth in Appendix A, except for AB&HSC teachers, which is attached to and incorporated in this Agreement. The salaries contained therein shall be full compensation for the service performed by the teacher for the school years indicated and covered by this Agreement. AB&HSC teachers' salaries are set forth in Appendix C.
- B. The salary schedule is based upon a normal weekly duty load as hereinafter defined in articles having to do with teaching hours, loads, and assignments.
NOTE: AB&HSC teachers may have separate language in this contract.
- C. When a teacher is assigned an additional academic class above the normal teaching load, he will be compensated on pro-rata amount of

his annual base salary. AB&HSC teachers will be compensated according to the salary agreement shown in Appendix C.

- D. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary provided that the time for such negotiation has previously been set up by mutual agreement of the parties hereto.
- E. Within the guidelines of reasonable judgment by the building principals and necessary budgetary constraints, teachers may be released for educational conferences which, in the judgment of the building principal, have significance to merit the individual teacher's involvement. If such teacher is released to attend the educational conference, the teacher shall receive no loss of salary. Expenses as approved by the building principal and business office will be allowed.
- F. Compensation is based upon a teaching year of 190 contractual days except for AB&HSC teachers. For a teacher's absence not chargeable to the absences permitted in Article IX, there shall be deducted from the teacher's salary 1/190 share of the annual contract salary. AB&HSC teachers will be deducted according to Appendix C.
- G. Basic salaries for teachers, except for AB&HSC teachers, will be based on twenty-six (26) pay periods unless individual teachers notify the payroll office in writing by August 1st of each contract year that they desire to be paid on a twenty-one (21) pay-period basis. AB&HSC teachers will normally be paid as they work, full-time will be twenty (20) pay periods. Teachers shall have the option of withdrawing the accumulated balance due on their current contractual salary as of the end of the school year, providing written notice is given to the business office on or before May 1.
- H. Compensation for extra-duty assignments outside the normal teaching load shall be paid in accordance with Appendix B. The Board of Education shall cause the issuance of written notification of the assignment and the remuneration of such assignment and method of payment. The teacher shall have the right to withhold consent in accepting extra-duty assignments.
- I. Full prior service credit for full semesters will be granted for the first three (3) years of satisfactory prior teaching experience in either state-approved public or non-public schools. Each year over three (3) years of prior satisfactory teaching experience will be counted as one-fourth ($\frac{1}{4}$) year for prior service credit. Payment will be made in whole year increments, with payment being made for accumulated fractions to the nearest whole year credit. When the fraction is one-half ($\frac{1}{2}$), it rounds up to the next larger year of credit. AB&HSC teachers may only be given prior experience from similar ABE or AHS experience and as provided in Appendix C.

Up to full prior service credit for each semester of satisfactory prior teaching experience may be granted at the discretion of the

Board. Prior service for which payment is made is defined as at least half-time teaching, under contract, for at least one (1) full semester duration. Half-time will be one-half of a complete school day for the five (5) days per normal week, or for college level teaching defined by the department chairman as a half-time load. Credit will be given for experience at any level from kindergarten through college.

Excluded from prior service credit will be student teaching, internships, non-teaching graduate assistantships, substitute work, and any intermittent less than half-time teaching (except for AB&HSC teachers) or extra-curricular assignment.

- J. Credit for military service and/or Peace Corps service will be granted for a maximum of two (2) years on the appropriate salary schedule. Such service shall be considered as a part of prior teaching service credit. Said military or Peace Corps service credit will be granted on the basis of record of honorable discharge or honorable certificate of separation of service. This section will apply for full-time AB&HSC teachers only.
- K. Teachers traveling from building to building within the district, while conducting school business, shall be reimbursed at the rate per mile given to administrators in the district, but in no case less than 15 cents (15¢) per mile. The same allowance shall be given for the use of personal cars for other school business providing the teacher has prior approval of the Superintendent or Assistant Superintendent for such trips.
- L. Teachers who are called upon to assist at the secondary level for classroom emergencies as determined by the building administrator will be paid at the rate of \$12.00 per class hour spent undertaking the assignment. Teachers shall be required to assist during hourly classroom emergencies.
- M. Teachers who, at the superintendent's request, agree to do curriculum development work during the summer months will be compensated at the rate of \$12.00 per hour. The number of hours and other conditions of the work will be agreed upon by the teacher and the Superintendent prior to the work time.
- N. If at all feasible, substitute teachers will be hired for elementary vocal music and physical education teachers when said teachers are absent.
- O. Teachers with less than a full-time assignment will be classified part-time. Part-time teachers will have a fraction assigned for salary calculations. This fraction will be used to determine portions of fringe benefits for which part-time teachers are qualified. The fraction will be assigned on an individual basis and shown on the annual "personnel salary statement" (an annual individual contract attachment).

ARTICLE VI - TEACHING HOURS AND ASSIGNMENTS

- A. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. To this end, the teacher should maintain practices inherent in his profession such as: (1) careful written daily preparation; (2) attendance at staff meetings and (3) participation in activities of the school and community.
- B. Secondary teachers will be required to be in their assigned classroom or other teaching station twenty (20) minutes prior to the beginning of the students' instructional day. Secondary teachers will be required to remain in the building twenty (20) minutes after the termination of the students' instructional day. The length of the school day for secondary students shall be at least six (6) hours exclusive of the lunch period. Each secondary teacher's schedule shall include at least one (1) unassigned preparation or conference period per day.
- C. Elementary teachers will be required to be in their assigned classroom or other teaching station twenty (20) minutes prior to the beginning of the students' instructional day. The Board reserves the sole right to exercise any variance from the established school day starting time. The length of the school day for elementary students shall be at least five (5) clock hours exclusive of the lunch period. Elementary teachers shall devote the equivalent of one (1) clock hour per day other than allocated instructional time for the purpose of planning, preparation, consultation with students and parents, and related inservice activities. Allocation of the elementary teachers' planning time shall be under the direction of the appropriate building principal. Elementary teachers will be provided the equivalent of one (1) duty-free recess period each day. When teaching specialists take over responsibility of an elementary class and the elementary teacher's presence is not requested by the teaching specialist, the teacher may use such time for preparation and planning.
- D. Secondary teachers (grade 6-12) will have a duty-free lunch period not less than the students' lunch period but not to exceed thirty (30) minutes. Elementary teachers will have a duty-free lunch period of at least thirty (30) minutes. AB&HSC teachers who are assigned full-time will be scheduled to allow for a duty-free thirty (30) minute lunch period. It is expressly understood that all teachers may be called upon for assistance during their lunch period in cases of emergency.
- E. AB&HSC teachers are assigned for specific classes and hours. Additional hours needed for regular supervision within the building will be determined to have additional compensation as shown in Appendix C. AB&HSC teachers will be allocated one (1) paid hour per assigned class prior to each semester for class preparation. Compensation will be as shown in Appendix C.

- F. 1. Assignments shall be made at the discretion of the administration and within the area of the teacher's competency, certification, or major or minor fields of study. It is expressly understood that the administration shall have the right to assign outside of the above-stated criteria until a properly qualified teacher is available upon notice to the Association together with the reasons thereof. (See Article VIII. C.1.a.)
2. AB&HSC teachers' assignments will be based on enrollment and need as determined by the administration.
3. All teachers, except AB&HSC teachers, shall be given written notice of their teaching assignments (including room assignments where applicable) for the forthcoming school year no later than the preceding first day of June. In the event that changes are proposed, all teachers involved shall be notified and consulted promptly. If changes are to be made during the school year, with less than thirty (30) days' notification prior to the beginning of said assignment, it will only be after consultation between the teacher(s) and the administrator(s) involved.

AB&HSC teachers are exempt from this section.

- G. General faculty meetings are encouraged as a means of communication between administration and staff. The Association representative(s) and principal will cooperate in setting agenda, location, and frequency of such meetings. Normally, general faculty meetings will not exceed twenty (20) per year in number excluding inservice, grade level, and departmental meetings. Attendance at faculty meetings is mandatory unless excused by the building principal. Whenever possible, direct notice will be given twenty-four (24) hours in advance. Part-time teachers shall attend all meetings. Excessive use of faculty meetings should be discouraged. Scheduled open-houses, parent meetings or parent conferences, which occur outside of the normal teaching day, where attendance by all professional personnel is expected by the superintendent, or his designee, shall be considered as official staff meetings and subject to the provisions of the contract. Staff meetings for AB&HSC teachers will be called by the director, not to exceed twenty (20) meetings per year.
- H. Principals will prepare non-instructional duty schedules and make assignments. Such assignments are to be rotated among the staff to the degree practicable. Teachers are expected to accept and execute such assignments as part of the regular duty schedule. In those buildings where bus duty is necessary, such duty shall be shared as nearly equal as is practicable upon request. The building administration may be advised by the Association building representative in regard to the bus duty schedule. However, nothing in this paragraph shall be interpreted to mean any duty beyond the regular duty hours which do not include lunch periods or planning periods as provided in Paragraph B, C, and E above. Teachers in performing such duty will maintain every reasonable safety precaution so long as children are in their charge.

- I. Teachers shall be allowed time to visit other classrooms within the school district or out of district visitations for the purpose of inservice education. Such visitations shall be subject to the approval of the building principal involved and the Superintendent of Schools. Said approval shall be without loss of pay or "leave days".

ARTICLE VII - TEACHING CONDITIONS

- A. The parties of this agreement recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of educational environment, which is a goal of both the Association and the Board.
- B. 1. Both the Board and the Association recognize the importance of reducing the pupil teacher ratio in certain areas of instruction and that, for the most effective learning experience, the following class sizes within the grade levels indicated are desirable:

<u>GRADE</u>	<u>RANGE</u>
Kindergarten	18-26
First & Second Grade	18-27
Third Grade	20-30
Fourth, Fifth & Sixth	25-30

The upper limit of the class size ranges should be considered as maximum, said maximum should be adhered to within the limits of adequacy of funds and the availability of qualified staff and school facilities.

2. It is further understood that the Board shall have reasonable discretion to adjust and/or maintain student assignments to building units. The administration will make every effort to assign students before the start of school and preferably before the end of the preceding school year. The assignment and determination of class size under the terms of this article will be made as of the official student membership date, as established by the Michigan Department of Education, of the ensuing school year.
3. At the elementary level, each class load shall be maintained to within seven (7) students of all others at the grade level insofar as feasible. This level will be accomplished by the fourth Friday after Labor Day. All incoming students shall be assigned in order to maintain the above level based on the current class membership.
4. The class sizes at the secondary level shall be in accordance with the guidelines set forth by the North Central Association of Colleges and Secondary Schools.
5. Class size for AB&HSC and Alternative Education Programs will be determined by the Director of Community Education.

6. It is duly recognized by the parties to this Agreement that there are changes in concept of class size and composition-differentiated staffing, innovative instructional practices and other modifications of the traditional patterns of the self-contained classroom. In the emerging styles of the classroom organization in the Coldwater system, the Association and the Board will, through cooperative efforts at the building level, in joint curricular committees and special ad hoc structures, design and implement new procedures to enhance learning.
- C. The Board will continue its effort to keep the schools reasonably and properly equipped and maintained. Teachers shall not be expected to move objects the weight of which exceeds those limits specified in current Michigan Laws.
- D. The Board shall make available in each new school building or school building hereafter remodeled: an adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use, and at least one (1) room appropriately furnished which shall be reserved as a faculty lounge. This would apply to extensive modifications only.
- E. Telephone facilities shall be provided in the teachers' lounges.
- F. Parking facilities shall be made available to teachers for their exclusive use, and they shall be maintained throughout the school year in order to facilitate their continuous utilization. Parking areas shall be visibly designated for staff use.
- G. The teachers in any department in the middle school or high school level shall, each year, nominate from among their members a department chairman for the building principal's consideration. The department chairman shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.
- H. Any teacher selected as a department chairman shall be assigned one (1) less class per day, or be remunerated according to the extra-duty schedule attached.
- I. 1. In each building the principal shall exercise the necessary authority to assign an appropriate professional staff person or persons to be responsible for the general supervision of the building in the absence of the principal.
2. In each building, the requisite planning procedures will be established by the principal with representative staff members to insure that there is at all times an appropriate professional staff person or persons in charge of the building. Said person or persons are empowered by the delegation to make decisions in those extraordinary situations which require immediate attention.

3. In the event an elementary principal is absent from his post for thirty (30) consecutive school days due to an incapacitating illness, injury or accident, the Superintendent shall appoint an acting principal. Said person shall receive a stipend of \$25 per week, retroactive to the beginning of the aforementioned absence, for the assumption of this appointment. The duration of this appointment will be determined by the Superintendent of Schools.
- J. The building principal may provide secretarial help in preparing reasonable school-related materials as requested by teachers. Actions of this nature shall be at the discretion of the building principal.
- K. Principals may institute inservice training during the school hours. Implementation of such programs shall be subject to the approval of the Superintendent of Schools.

ARTICLE VIII - VACANCIES, PROMOTIONS, TRANSFERS AND STAFF REDUCTION

- A. Appointments to Vacancies or New Positions within Bargaining Unit:
 1. Whenever a vacancy occurs in a position within the bargaining unit, or a new professional position is created within said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association, and the four (4) major officers as listed by the Association. During the calendar year, as vacancies or new positions occur within the bargaining unit, the Board shall provide for appropriate posting of said positions in all school buildings within thirty (30) calendar days following Board approval. No permanent appointment to such position shall be made until twelve (12) calendar days have elapsed following giving of said notice to the Association's president and the four (4) major officers as listed by the Association. Nothing herein shall prevent the Board from making temporary assignments of personnel to fill the position, but said temporary assignment shall not extend beyond the balance of the school year. The Board shall not be limited to its selection of personnel to permanently hold the position to applicants from within the unit or to the person temporarily assigned to the position, nor shall it be required to make the permanent appointment before the termination of the school year in which the vacancy occurs or the position is created. Vacancies in AB&HSC positions will be posted prior to filling and shall remain posted at least five (5) working days before the vacancy is filled. A temporary assignment may be made by the administration before the vacancy is filled if needed.
 2. Teachers who desire to apply for such vacant position shall file their application in writing with the Superintendent. Such vacancy shall be filled by the Board on the basis of fitness for the position as determined by the Administration.

Applications for AB&HSC teaching positions will be sent to the Director of Community Education.

3. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff, at the discretion of the Superintendent.
4. The Board will determine if a vacated position will be filled. A vacancy shall be declared when the Board determines there is an open position. An open position is further defined as one in which no qualified staff person is available and no qualified staff person is on layoff. (For definition of qualified see Article VIII C 1a.)
5. Positions to be filled by the Board will be defined by the Board and included in posting as information.

B. Promotion to Vacancies or New Positions Outside the Bargaining Unit:

1. Whenever a vacancy occurs in any supervisory, administrative, or executive position outside the bargaining unit, or a new position of like nature is created outside of said unit, and said vacancy or position is to be filled on a permanent basis, the Board shall give written notice thereof to the President of the Association and the four (4) major officers as listed by the Association.
2. Teachers who desire to apply for the position shall file their applications, in writing, with the Superintendent. The Superintendent shall consider all applications, and the Board shall make the permanent appointment as recommended by the Superintendent. It is recognized that the right of selection of personnel to fill said position remains entirely within the discretion of the Board, and it is further recognized that the Board subscribes to the principle that promotions from within the unit are generally desirable.

C. Staff Reduction

1. If the Board shall find it necessary to reduce staff, layoff will be effectuated by written notice to the teacher or teachers involved. In determining which teachers must be laid off, the Board, through its administrative staff, will apply the following factors, in order:
 - a. Certification of teachers in grade K through 6 is shown on the teacher's State Certification. To teach in special areas such as art, music, physical education, counseling, library and special education, the subject must be indicated on the teaching certificate.

Certification for Middle School teachers in grades 7 and 8 shall follow criteria of the North Central Accreditation Agency as set forth in the Policies and Standards for Junior High/Middle Schools or experience at those grade

levels in the subject in the last five (5) years to be assigned (see Article VIII C 1d).

High School certification shall follow the accrediting agencies' criteria. These are North Central Association, the University of Michigan, and the State of Michigan Department of Education regulations. AB&HSC teachers will be considered as a separate teaching discipline and seniority, and must have approved certification for the area assigned as determined by Community Education Director.

b. Length of service in the discipline.

It is understood that the disciplines are classroom teaching K-6, K-12 art, K-12 music, K-12 physical education, K-12 library, K-12 special education, 7-12 social studies, 7-12 language arts, 7-12 science, 7-12 mathematics, 7-12 business, 7-12 industrial arts, 7-12 home economics, and counseling. The sixth grade will be part of the K-6 discipline if it is non-departmentalized. If sixth grade teachers are departmentalized (teaching in only 1 or 2 disciplines), they become part of the middle school departments.

c. Seniority is determined by the years of service from latest date of hire minus approved leaves of absence. AB&HSC teachers have separate seniority that applies only to Community Education Programs.

d. Evaluation ratings: A teacher who receives three (3) years of probationary status will be laid off first at his seniority level.

It is understood that probationary teachers will be laid off first where a tenure teacher is employed who is certified and qualified to perform the services of the probationer.

2. A person who either voluntarily or involuntarily transfers to another assignment within the district will not lose seniority within the discipline as a result of the transfer. The length of time in the discipline will be computed by adding the time in both or all such assignments and counting the total as length of time in the discipline in which the person has the longest service. In the event the service in two (2) or more disciplines is equal, the total will be counted for the discipline in which the person is working at that time. The person will retain credit for actual service in the other disciplines. This is so as not to penalize, in the event of staff reduction, those people who change assignments.
3. During a period of impending layoffs, the Board may grant requests for voluntary leaves of absence or reduced assignments which will allow the person to return to his prior status of employment at the end of the approved leave period.
4. Notice of layoff will be at least two (2) weeks prior to the effective date. AB&HSC teachers may be laid off at the

5. If classes are to be reduced or dropped within a discipline, the layoff factors will be applied to all teachers within the discipline and notification of layoff and reassignment will be sent to the appropriate teacher(s).

6. Recall:

a. The right to recall for non-tenure teachers will exist for two (2) years; recall for laid-off teachers will be in reverse order of layoff.

b. A full-time teacher does not have to accept a recall of less than full-time if another laid-off teacher is available to fill the position. If a full-time teacher accepts less than a full-time recall, he will retain the right to the first full-time opening in the discipline.

c. Voluntary half-time or part-time teachers may not bump into full-time positions as long as other teachers are either still on layoff or are involuntarily assigned to reduced-time positions, except as noted in #3 above. However, if a vacancy occurs, and there are no teachers on layoff certified and qualified for the position, then these teachers may apply for the full-time position. AB&HSC teachers may not bump into other disciplines.

d. The current status of a teacher's qualifications are certification at the time the position is posted and will determine the eligibility to apply for the open position.

D. Whenever vacancies occur during the normal summer months, when regular school is not in session, the following procedure should be followed:

1. Teachers with specific interest in possible vacancies will notify the Superintendent of their interest, in writing, not later than the last regular week of school and shall include a summer address. AB&HSC teachers apply to the Director of Community Education for community education assignments or to the Superintendent for other vacancies in the system.

2. Should a vacancy occur, an announcement of the vacancy will be sent by first-class mail to the teachers who have expressed an interest in said position or similar position.

3. The teachers so notified shall have the responsibility of contacting the Superintendent or Community Education Director indicating their interest in said position within three (3) days of receiving such notification.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

1. All full-time and regularly employed part-time teachers absent from duty because of personal illness, injury (except as provided in Paragraph E of this article), or critical or emergency illness in the immediate family shall be allowed ten (10) days of leave with pay (pro rata for regularly employed part-time teachers) per year. Immediate family shall be defined as spouse, children, parents, parents-in-law, grandparents, or any dependent of the teacher's immediate household residence. A teacher disabled by pregnancy or related conditions shall be entitled to all contract benefits available to teachers for other illness and disabilities. AB&HSC teachers will be granted sick leave days based on the number of hours (classes) taught, not to exceed nine (9) days per year (full-time receive one (1) day per month, up to nine (9) days; part-time receive one (1) day per class, per semester).
2. Sick leave allowances granted above shall be subject to the following conditions:
 - a. Each day of sick leave shall accrue as of the first day of the month during the school year beginning with September and ending with June. If a teacher shall use days in advance of accrual, an adjustment in pay shall be made as of the close of the school year, or upon termination of the teacher's employment, if prior to the end of the school year.
 - b. Teachers shall be required to notify the building principal, or other designated authority, in the event of an absence due to personal, critical, or emergency illnesses, ninety (90) minutes prior to the beginning of each school's instructional day of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable. In order to be eligible for payment for the date of absence without notification to the principal or designate at the time hereinbefore specified, it will be necessary for the teacher to file with the principal a written statement concerning the reasons for the failure to notify. Based upon said reason or reasons, the principal shall have the discretion to waive notification.
 - c. In the case of an extended absence for personal illness or disability, a teacher may use sick-leave days, unpaid-leave days, or a combination thereof. When a teacher desires to have such an absence construed as a leave of absence, or a combination of sick-leave days and a leave of absence, the Superintendent must be notified in writing. Such leaves, wherever practical, should coincide with the beginning of a semester or grading period.

- d. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of the illness, for a period of time up to the balance of the contract year.
- e. When a teacher is on unpaid leave due to personal illness, insurance benefits will be continued only until the end of the month in which the unpaid leave began.
- f. A teacher may apply in writing for a continued leave of absence into the next contract year without pay or benefits.
- g. In all leaves for illness, the Board reserves the right to require an examination by a physician of its choice.
- h. A teacher shall qualify for one-half (½) year of service credit if at least eighty (80) teaching days are served during a given contract year in no more than two (2) distinct segments of at least thirty-five (35) days each. A teacher will receive a full year of service credit if at least one hundred sixty (160) teaching days are served in a given contract year. At the discretion of the teacher, days served may include sick-leave days.
- i. AB&HSC teachers will be granted service credit based on the classes taught or assignment as these relate to the percent of full-time starting with the 1989-90 school year.
- j. A teacher, upon return from a leave for illness, shall be restored to his teaching position or to a position of like nature and status whenever possible.
- k. In lieu of unlimited accumulation of sick days, a teacher may opt to receive remuneration for unused sick days, accumulated after September 1, 1990, at the rate of forty dollars (\$40) per day, up to a maximum of five (5) per school year. Unused sick days in excess of the five (5) unused sick days per school year will be allowed to accumulate without limitation. If a teacher chooses the "remuneration for unused sick days" option, the days for which payment is to be made shall not be allowed to accumulate and shall be forfeited annually. Payment for unused sick days, as previously described, shall be made annually at a time designated by the Superintendent of Schools.
- l. Requests for leaves of absence are subject to Board approval. Any denial must be for good cause and the individual teacher shall receive a written statement of such reasons in the event a denial of a request is made.

- m. A teacher on leave of absence due to illness may return to employment prior to the expiration of the leave upon certification of fitness from his physician.
- n. A teacher on leave for illness or disability who fails to return at the expiration of the leave shall be considered as having resigned from the position.

B. Personal Days

- 1. Each teacher will be allowed two (2) personal days of absence, non-accumulative, during each school year without loss of salary; within the limits of the restrictions placed upon the use of these days. Teachers are expected to use discretion in the application of these days. The building principals must be notified at least 24 hours in advance of the expected absence. The 24-hour notice may be waived at the discretion of the building principal or his designee. Such days of absence shall not be deducted from the teacher's sick leave days.
 - 2. Full-time AB&HSC teachers shall qualify for two (2) personal days of absence, in accordance with #1.
 - 3. Any full unused personal days, at the end of each school year, will be added as a full sick day(s) to the teacher's sick leave total.
 - 4. Generally, personal days are provided for use of the teacher to conduct business that cannot be done outside of school time. Therefore, personal days are not to be used for vacations or to extend vacation time. When it is necessary for personal days before or after a scheduled vacation period, these days may be approved by the administration with a minimum of 48-hours notice.
 - 5. It is understood that when teachers use unused personal leave time for arbitration cases, the Association will pay the cost of substitute teachers.
- C. A teacher shall be entitled to a leave of up to five (5) days in the event of the death of a relative who resides in the same household as the teacher, or in the event of the death of the mother, father, child, husband, wife, sister, brother, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law of the teacher. In the event of the death of any other member of the teacher's family, where such teacher is responsible for funeral arrangements or in the event that a teacher is asked to serve as a pallbearer, the administration may grant leave.
- D. Child Care Leaves
- 1. Child-care leave without pay is available to all teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board, and shall be for a minimum of one (1) semester.

2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent's Office and the building principal in writing at least four (4) months prior to the expected date of the commencement of the leave so that necessary arrangements can be made to procure the teacher's replacement. At his sole discretion, the Superintendent may waive any part of the notification period.
 3. The ending date of child-care leaves shall conform to the beginning of a school year or semester. The teacher shall specify a prospective termination date of the child care leave at the time of request for the leave.
- E. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Michigan Workman's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Workman's Compensation Law, said partial payments shall be charged pro-rata against the teacher's accumulated sick leave days.
- F. Teachers who are elected officers of the National or State Association will, upon proper application, be given a leave of absence without pay or increment for a period of one (1) year.
- G. A leave of absence for military service shall be granted in accordance with Act 145 of 1943, as amended.
- H. The Board shall grant a leave of absence without pay to any teacher to campaign for a public office, but any leave granted under this paragraph shall be for a period of not less than one (1) semester nor more than two (2) consecutive years. (See A.G. opinion--must resign to serve.)
- I. The Board of Education may, in its sole discretion, grant a sabbatical leave in accordance with the requirements of Section 572 of the School Code of 1955, as amended, and upon the further conditions as hereinafter stated.
1. Notice of intent to apply for leave of absence shall be made on or before April 15 of the school year previous to the school year for which leave of absence is requested. Request for such leave must be made on or before May 15. The total number of teachers on sabbatical leave in any one year shall not exceed three percent (3%) of the contractual staff.
 2. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the Coldwater Community Schools for a period of at least one (1) year after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him during the sabbatical leave. This rule does not apply in cases where the person becomes

D. Teachers employed prior to the 1980-81 school year in positions of less than full-time status shall continue to receive the fringe benefits afforded them under the 1979-80 agreement. It is understood that the Board will provide benefits in excess of those already being received on a proportionate basis only. Improvements made in the pre-1980-81 policies afforded these teachers shall be provided at no additional cost.

E. In the event that reductions in full-time personnel are necessitated, the fringe benefits provided shall be as stated in Paragraph C, beginning with the commencement of the assignment.

F. A Vision Plan is provided for CEA members coordinated through Michigan Employee Benefit Services, Inc. for self-funded vision benefits.

Benefits are limited to one (1) exam, one (1) pair of lenses, and one (1) set of frames for each employee and eligible dependents per one (1) benefit year. The benefit year shall be defined as from July 1 to June 30 for a given year.

Benefits will be paid to the insured by MEBS upon receipt of proper itemized statements and claim forms, or to the provider of services.

Coordination of benefits is allowed in instances where there is more than one (1) employee from one dependent family, not to exceed the total cost of services and vision products rendered.

Part-time employees will receive reduced benefits at a rate equal to the percent of full-time employment shown below.

Benefits schedules are outlined on the following page.

incapacitated or in cases wherein the rule is waived by the Board.

3. Any teacher on sabbatical leave shall receive a salary equal to one-half (1/2) of the contractual amount he would have received had he remained. Such salary will be paid on the regular pay periods during the leave.
 4. A teacher, upon return from a sabbatical leave, shall be restored to his position or to a position of like nature and status. Increments shall be added as if the teacher had been teaching in the school district during the time of sabbatical leave. Said teacher shall be entitled to participate in any other benefits that may be provided under the Master Agreement in accordance with State statutes.
- J. Upon return from any leave granted under this article, the teacher shall have his unused sick leave restored. During any leave a teacher, at his own expense, may continue his health or life insurance. Increments or other benefits shall not be allowed during the leave except as specified in Paragraph I, #4 above.
- K. A teacher called for jury duty or subpoenaed as a witness in any court or administrative tribunal of the State in a matter rising out of the employment relationship of the teacher with the school district in which the teacher or Association is not a party to the suit and specifically excluding arbitration and unfair labor practice cases shall be compensated for the difference between the teacher's regular daily rate of pay and the pay received for the performance of such obligation. It is understood that the Association and the Board shall be responsible for salaries of their own witnesses in unfair labor practices and arbitration cases except in situations where the witnesses elect to use unused personal leave time. If teachers use personal leave time to appear as witnesses, the Association agrees to pay the cost of substitute teachers.
- L. The Board agrees to grant the Association eight (8) days with pay each year for Association business. The Association will pay for the substitute pay costs. These days will be used at the discretion of the Association and shall not be used for purposes other than those having a direct benefit relationship with the Coldwater Education Association or the Coldwater Public Schools.
- Use of these days must be arranged no less than forty-eight (48) hours in advance of the leave date and directed to the Superintendent after approval of the President of the Association or his designee.

ARTICLE X - INSURANCE PROTECTION

- A. 1. The Board of Education will continue to provide Blue Cross/Blue Shield hospitalization and medical insurance with the same coverages and riders as were in effect during the 1990-91 school year for each teacher employee, his spouse and

dependent children. MESSA-Super Med I will not longer be available to employees after July 1, 1991. AB&HSC will be considered at 90% for full-time staff.

Starting September 1, 1991, September 1, 1992, and September 1, 1993, all bargaining-unit employees agree to share in any excessive health care cost increases on a year-to-year basis. The Board will pay annually for any additional costs up to the amount of the CPI-W using the yearly May-to-May U.S. Department of Labor-Bureau of Labor Statistics calculations that deal with North Central urban-size "D" communities. Additional costs above the CPI-W percentage from the yearly May-to-May statistics will be shared between the Board and the employee on a 50%-50% basis.

2. The Board will continue to provide Blue Cross/Blue Shield hospitalization and medical insurance, as described in Article X, A1, hereinbefore, with additional riders PPNV-1, DC, CC-CLC, VST, FAE and PDP-0 for each teacher employee, his/her spouse, and dependent children.

The increased costs for the program defined above shall be borne annually on the same basis as described in Article X, A1.

3. The Board will pay the full cost of Blue Cross/Blue Shield Comprehensive Preferred Plan Dental Insurance or a comparable self-insurance program that will provide for riders CR25-50-50, MBL-800 and CR-OS-50-800 for each teacher employee, his/her spouse and dependent children. The increased cost of the Blue Cross/Blue Shield program shall be borne annually on the same basis as described in Article X, A1. If a self-insurance program is instituted by the Board, all premium costs shall be borne by the Board. The self-insured program shall have the same coverages as the Blue Cross/Blue Shield plan.

4. During the term of this contract, both parties agree to discuss new health insurance programs that may have mutual benefits for employees and the School.

- B. The Board will secure and pay the entire cost of required premiums on a group term life insurance policy insuring the life of each teacher employee in the principal amount of \$15,000 for natural death, and double indemnity life benefits for accidental death, with the option to the teacher to purchase up to \$15,000 additional life insurance. This option, if exercised by the teacher, will be at a cost incurred by the teacher and not the Board.

- C. Teachers employed in less than full-time positions at the commencement of the 1980-81 school year, and thereafter, shall receive fringe benefits paid by the Board at a rate equivalent to the proportion of a teaching assignment accepted. AB&HSC staff receiving this benefit will be at 90% of the percent of assignment.

(Insert this page between pages 21 & 22 of the 1991-94 contract.)



SCHEDULE OF BENEFITS AT:

100% BENEFIT (100% to 76% or 30 hours to 23 hours)

75% BENEFIT (75% to 51% or 22½ hours to 16 hours)

50% BENEFIT (up to 50% or 15 hours or less)

1. EXAMINATION:	OPTOMETRIST			OPHTHALMOLOGIST		
	100%	75%	50%	100%	75%	50%
	\$28.50	\$21.38	\$14.25	\$38.50	\$28.88	\$19.25

2. CLEAR LENSES:	100%	75%	50%
Single	\$29.00	\$21.75	\$14.50
Bifocal	\$51.00	\$38.25	\$25.50
Trifocal	\$63.00	\$47.25	\$31.50
Lenticular	\$75.00	\$56.25	\$37.50

COATED LENSES:	100%	75%	50%
Single	\$33.00	\$24.75	\$16.50
Bifocal	\$61.00	\$45.75	\$30.50
Trifocal	\$75.00	\$56.25	\$37.50
Lenticular	\$89.00	\$66.75	\$44.50

POLARIZED LENSES:	100%	75%	50%
Single	\$ 47.00	\$35.25	\$23.50
Bifocal	\$ 81.00	\$60.75	\$40.50
Trifocal	\$101.00	\$75.75	\$50.50
Lenticular	\$119.00	\$89.25	\$59.50

3. FRAMES:	100%	75%	50%
	\$31.00	\$23.25	\$15.50

4. CONTACT LENSES: (including exam)	100%	75%	50%
Necessary	\$175.00	\$131.25	\$87.50
Cosmetic	\$ 90.00	\$ 67.50	\$45.00

- G. If an employee chooses not to take the monthly Blue Cross/Blue Shield health and dental coverage, that employee may opt to choose a tax deferred annuity program in an amount of \$100 per month starting on September 1, 1991. If the employee so chooses this option, he/she must enroll in a TSA program that is currently recorded as a company eligible for payroll deductions in the district's payroll office. Authorization for this option shall be made prior to September 1, 1991.

ARTICLE XI - TEACHER EVALUATION

A. Purpose

1. The primary purpose of teacher evaluation is to promote the professional growth of the individual teacher through an appraisal of strengths and weaknesses and to determine the progress being accomplished toward a professional performance.
2. The secondary purpose is to assist the teacher in the identification of his strengths and weaknesses in the teaching process.

B. Responsibility

1. The building principal shall have the basic continuing responsibility for the evaluation of all teachers under his general supervision. Secondary principals may delegate a portion of this responsibility to assistant principals. The Superintendent and Assistant Superintendent may also participate in the teacher evaluation process. In such evaluations all monitoring or observations of teachers shall be conducted openly. The Director of Community Education is responsible for evaluation of the AB&HSC staff.
2. The teacher has the responsibility for continuous self-appraisal in relation to areas of effective professional competence. This responsibility may be accomplished in several ways, such as:
 - a. Self-appraisal through appropriate discussion and/or peer assessment techniques with fellow staff members.
 - b. Private self-appraisal through individually developed techniques and/or the utilization of worthwhile student assessment methods.
 - c. Confidential teacher-initiated self-appraisal with principal and/or an immediate supervisor.

- C. The performance of all teachers shall be evaluated in writing and, among other things, will be based on classroom observation, the teacher's observable interaction with students, and pertinent parental concerns which have been communicated to the evaluator and teacher (said communication given to the teacher within one

working day after receipt by evaluator). In addition, the evaluator shall base his evaluation on whatever other criteria he deems as pertinent to the evaluation process and goals. The teacher shall be provided a copy of the evaluation instrument at the beginning of the school year.

D. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated not less than twice per school year based, in part, on at least two (2) classroom observations. The evaluation shall be completed each semester by December 20th and April 15th, unless illness, injury or absence of the evaluator makes such deadlines not feasible.
2. In the case of a first grossly deficient evaluation of a probationary teacher, which might leave doubts as to the teacher's continued employment, as determined by the evaluator, the evaluator shall indicate the areas of deficiency(s), and those steps necessary for improvement, in writing. A third evaluation may be extended by the evaluator where he deems it in the best interest of improving the teacher's performance.
3. Tenure teachers shall be evaluated formally not less than once every two (2) years, based in part on classroom evaluations. This evaluation shall take place by May 15th of the applicable year, when feasible. (Note the waiver agreement 6/13/83).
4. Three (3) copies of the evaluation shall be shown to the teacher for his information and review. The teacher shall, after and upon completion of joint review, sign all copies of the evaluation and shall have the prerogative of signifying he agrees or he does not agree with the evaluation. The principal shall keep at least one copy on file in the building for future reference by the teacher and/or administration during the tenure of the teacher in that building; the other copy shall be forwarded to the Superintendent's office. The remaining copy shall be forwarded to the teacher.
5. The content of teacher evaluations shall not be subject to the grievance procedures. All teachers have the right to review the contents of their own personnel file. Such review shall be made upon appointment and in the company of the administrator (or his agent) responsible for the safekeeping of such files. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempt from such review. The administrator in charge shall remove such materials from the file prior to review by the teacher.
6. After any observation by the evaluator, the teacher being observed may request an oral conference with the evaluator.

ARTICLE XII - RETIREMENT

- A. The mandatory age of retirement shall be seventy (70) years. The teacher may complete the school year in which age seventy (70) is attained. The teacher attaining age seventy (70) prior to the beginning of a new school year shall not be issued a contract, subject to the provisions of Paragraph B.
- B. At the sole discretion of the Board of Education, a contract may be issued on an annual basis only to a teacher continuing in employment beyond age seventy (70) in exceptional situations and under the following conditions:
1. The teacher shall file a written request through the building principal stating the reason or reasons for continuance of employment beyond the mandatory retirement age.
 2. The teacher shall file a medical report with the Superintendent by a qualified physician attesting to the teacher's capabilities to continue in teaching service. For a specified reason, a second medical opinion on the teacher's health may be required at the Board of Education's expense.
 3. The principal shall file with the Superintendent a recommendation regarding the teacher's continuance in service.
 4. The Superintendent of Schools shall have the responsibility to recommend to the Board of Education said teacher for continuance of employment for a one (1) year period.
 5. Said teacher shall be continued on the regular salary schedule.
- C. Teachers who retire from the Coldwater Schools with twenty (20) years or more of service to the system qualify for a terminal leave payment.

The terminal leave payment will be paid to retiring teachers who have twenty (20) years or more of teaching service to the district. One hundred dollars (\$100) per year will be paid for each year served teaching in the system for full-time service; pro-rated amounts will be paid for years of part-time teaching. The letter of resignation shall be submitted to the Superintendent not later than March 1st of the retirement year in order to receive payment.

ARTICLE XIII - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance, control and discipline of the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take reasonable steps to assist the teacher with respect to such pupil.

- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported as soon as possible, in writing, to the Superintendent and the appropriate building principal. In the event of such an assault, the teacher involved may request assistance of the Board in the matter. These requests shall be made in writing to the Superintendent. The Superintendent, with the appropriate building principal, shall make a determination as to whether the conduct of the teacher has been within the scope of Board policy and, as such, justifies any assistance from the Board and the extent thereof. The decision of the Superintendent is final.
- C. The Board shall, upon recommendation of the Superintendent, reimburse a teacher for any damage or destruction to or theft of clothing or personal property while such teacher is on duty in the school, on school property, or on school-related functions, unless such loss or damage is caused by the negligence of the teacher or by an act of God. Requests for reimbursement under this section shall be submitted to the Superintendent of Schools in writing.
- D. In any instance where a teacher is accused of physical abuse of a student, the administration will communicate such complaint to the teacher within one (1) working day where practical. The administrator will conduct an objective investigation of all charges.

ARTICLE XIV - WAIVER CLAUSE

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV - PROFESSIONAL QUALIFICATIONS AND BEHAVIOR

- A. It shall be the responsibility of each teacher employed by the School District to present and maintain the certification as required by the State of Michigan for teaching within the District.

- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, breaches of this Contract, deficiencies in professional performance, violations of discipline, or other deficiencies by a teacher reflect adversely upon the teaching profession as a whole and create undesirable conditions to the school building. The teacher may expect that discipline will follow a step-by-step process. It is understood that the progression in these steps would result from the repeated occurrence of a similar offense. The principal may refer to previous warnings or reprimands in cases of frequent offenses.

Discipline Steps:

1. Verbal warning by the principal. The teacher will be informed in the principal's office that this is a verbal warning.
2. Written warning by the principal.
3. Verbal reprimand by the principal.
4. Written reprimand by the principal.
5. Written reprimand by superintendent.
6. Proceedings to begin possible dismissal.

A teacher shall be notified of any complaint or charge against him within twenty-four (24) hours the point in time when the principal is informed of said complaint or charge. If a teacher is not notified within twenty-four (24) working hours (one school day) of said complaint, the charges shall be dropped.

Any charge against a teacher should be specific. The administrator should indicate the area(s) of deficiency(s) and state, in writing, the steps necessary for improvement.

In extreme cases, where the teacher's continued presence in the classroom may create a risk to the students, staff or facilities, the principal or superintendent may go to an advanced step. If this occurs, the principal or superintendent must define his reasons in writing at the time he initiates the advanced step.

The Association agrees that it shall cooperate with the Administration in an effort to correct any of the above mentioned breaches of professional behavior.

- C. Any discipline, reprimand, suspension with or without pay, demotion or discharge as above specified shall be for cause. It is expressly understood, however, that notices of unsatisfactory work pursuant to the Michigan Teacher's Tenure Act shall not be subject to the grievance procedure. Whenever any proceeding is instituted under the Michigan Teacher's Tenure Act, any related grievances pending at that time shall forthwith be dismissed, since the teacher is accorded certain rights under the Teacher's Tenure Act. Other forms of discipline may be subject to the grievance procedure.

ARTICLE XVI - PROFESSIONAL RESPONSIBILITIES FOR CONTINUATION OF THE
EDUCATION PROGRAM

The Association recognizes that the cessation or interruption of professional services by teachers as defined in Section I of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement they will not direct, instigate, participate in, encourage or support any cessation or interruption of professional services by any teacher or group of teachers and pledge themselves to the purpose of insuring continuation of the educational program. If the Association disclaims in writing to the Board any responsibility for any cessation of professional services and directs its members in writing to resume their normal duties, it shall not be liable in any way. Teachers who participate in any such act may be disciplined or discharged without recourse.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms 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 probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 4. Any matter involving administrative judgment in evaluation. 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 (discharge and/or demotion).
 5. Written grievances as required herein shall contain the following:
 - a. It shall be signed by the grievant or grievants.
 - b. It shall be specific.
 - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - d. It shall cite the section or subsections of this Contract alleged to have been violated.
 - e. It shall contain the date of the alleged violation.

f. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- B. The purpose of this section is to secure a settlement of a grievance as rapidly as possible. The procedures herein stated shall be the sole and exclusive remedy for the handling of grievances. Both parties agree that the grievance proceeding shall be kept as confidential as may be appropriate at each step of the procedure.
- C. Step One - Within ten (10) working days of the time a grievance arises, the teacher will present the grievance in writing to his principal during non-working hours. Within four (4) working days after presentation of grievance, the principal shall give his answer in written form to the teacher. AB&HSC teachers will use the term Director of Community Education in place of the principal as it relates to the grievance procedure.
- D. Step Two - If the grievance is not resolved in Step One, the teacher may within four (4) working days of receipt of the principal's answer, submit to the Professional Rights and Responsibilities Committee, a signed, written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall name the teacher involved, shall state the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher and of the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the teacher involved. Within five (5) working days of receipt of the grievance, the Professional Rights and Responsibilities Committee shall decide whether or not it believes there is a legitimate grievance. If the Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his grievance without Association support within two (2) working days of the decision of the Committee. If the Committee believes there is a legitimate grievance, it shall file the grievance with the Superintendent together with a letter of transmittal to the effect that it believes that a grievance exists within nine (9) working days of the principal's written answer. Within ten (10) working days of receipt of the letter of transmittal regarding the grievance, the Superintendent shall render a decision as to the solution. The Superintendent or his designated representative shall give the teacher an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the Association.
- E. Step Three - If the grievance is not resolved in Step Two, the Superintendent and representatives of the Board and representatives of the Association shall meet within a reasonable

time, not to exceed two (2) weeks unless a longer time is mutually agreed upon between the parties, after working hours, to discuss the grievance.

- F. Step Four - If the grievance is not satisfactorily resolved at Step Three, the Association may, within fifteen (15) working days of the date of the meeting at Step Three, submit the grievance for binding arbitration to the American Arbitration Association, in writing, with a copy to the Board. The rules of the A.A.A. shall govern the selection of the arbitrator. Should a teacher fail to institute a grievance within the time limits specified, the grievance shall be deemed abandoned. Should a teacher fail to appeal a decision within the time limits specified, all further proceedings shall be barred. Time limits as specified herein may only be mutually extended and then only if in writing signed by both parties.
- G. Prehearing - Neither party may raise a new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) working days prior to the hearing, a prehearing statement alleging facts, grounds and defenses which will be proved at the hearing and hold a conference at that time in an attempt to settle the grievance.
- H. Powers of the Arbitrator - It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales or change any salary.
 3. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 4. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule in writing upon arbitrability before proceeding to the merits of the case.
 6. The fees and expenses of the arbitration shall be shared equally by the Board and the Association. 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. Teachers who appear as witnesses may use unused personal days. In these cases, the Association agrees to pay the cost of substitute teachers.
 7. Both parties agree to be bound by the award of the arbitrator, subject only to legal remedies afforded by courts of competent jurisdiction.
- I. **Claims for Back Pay** - All grievances must be filed in writing within twenty (20) days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages accruing and due an individual teacher covering more than a single contractual school year.
 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.
 - J. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
 - K. Working days shall be defined as those days the central administrative offices are open for business, for the purpose of this article.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. The Association, realizing its responsibilities as to the cost of negotiations, agrees to share equally with the Board the cost of printing the formal Master Agreement. The Board and the CEA shall

mutually agree to the selection of a printer and the propriety of the charges before printing takes place.

- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in written form.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. If any provisions of this Agreement or application thereof are found to be contrary to the requirement of excellence of the North Central Association, University of Michigan Accreditation Standards, or to the State approval for the collection of tuition, then such provisions or application shall be deemed null and void, but all other provisions shall continue in full force and effect.
- F. The Board of Education shall have the final determination in setting the yearly school calendar. The school administration shall consult with the Association prior to the Superintendent's recommendation of the calendar to the Board.
- G. Extra-curricular schedules will be based on a former BA first step used prior to step reductions in the 1986-87 contract agreement. The increase of this base step will reflect the percent of increase on the salary schedule for each year of the agreement shown in Appendix B.
- H. The secondary teachers who substitute on their preparation period will be paid at the rate of \$12.00 per hour. Article V Section L.
- I. Beginning in the school year 1986-87, if the State continues to penalize districts not making up inclement weather days, the following plan will be used for these make ups. This will be done with no additional pay for teachers. AB&HSC teachers may be required to make up days in accordance with rules governing the State Rules for operation of their program. Note Letter of Agreement dated March 21, 1990.
 - 1. If inclement weather days occur at a time that would allow any or all of the following days to be used for make up, these days will be used:

January Records Day	(1)
February Break Day (Farmer's Day)	(1)
* March Inservice Day	(1)
June Records Days	(2)

* Should the March Inservice Day be needed as a make-up day, students will be scheduled for one-half (½) day and teachers will, then, participate in inservice activities which may extend beyond the regular school hours.

2. If the above days do not provide adequate make-up time, Spring Vacation Days will be used.
3. In the extreme situation where all of the above days are not adequate make-up time, up to five (5) half-days may be scheduled at the close of the normal calendar.
4. Should these fifteen (15) days not provide the necessary time, the Board and Association agree to return to the table to resolve the problem.

ARTICLE XIX - DURATION AND RATIFICATION OF AGREEMENT

- A. This Agreement shall become effective beginning June 25, 1990, and shall continue in full force and effect until midnight August 31, 1994. Upon written notice given on or before March 1, 1991, the parties agree to negotiate over a successor Agreement.
- B. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. Any article or section of the Contract may be re-opened during the life of the Contract upon mutual agreement of the Association and the Board of Education.
- D. This Agreement has been ratified by the Board of Education and by the Coldwater Education Association.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 8th day of April 1991.

COLDWATER EDUCATION ASSOCIATION

BOARD OF EDUCATION

Janet Fuller, President
Coldwater Education Association

G. David Rubley, President
Board of Education

Marylou Ansari, Vice-President
Board of Education

APPENDIX A - SALARY SCHEDULE

It is understood that college or university credit hours determine placement on the various salary schedule categories. These categories will be:

1. Bachelor's Degree
2. Bachelor's Degree plus 20 hours
3. Master's Degree
4. Master's Degree plus 15 hours

- A. For placement on the Bachelor's degree plus twenty (20) scale, the teacher must be a holder of twenty (20) semester or thirty (30) term hours of graduate credit beyond the Bachelor's degree. For the duration of this Master Agreement, placement for the teacher on the BA plus 20 hours schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of records from the designated college or university granting graduate degrees. Salary payments will be increased only from the date of the final earned credit and pro-rated for the balance of the school year.
- B. For placement on the Master's degree scale, the teacher must be a holder of the Master's degree. For the duration of this Master Agreement, placement for the teacher on the MA schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of record from an institution granting graduate degrees. Salary payments will be increased only from the date of the granting of the degree and pro-rated for the balance of the school year.
- C. For placement on the Master's degree plus fifteen (15) scale, the teacher must have earned fifteen (15) semester or twenty-four (24) term hours of graduate credit beyond the Master's degree and after its conferred date. For the duration of this Master Agreement, placement for the teacher on the MA plus 15 hours schedule may be implemented during the contractual year subject to the teacher submitting an appropriate official transcript of record from a designated college or university granting graduate degrees. Salary payments will be increased only from the date of the final earned credit and pro-rated for the balance of the school year.
- D. Teachers who have begun employment after the start of the school year shall qualify for one-half year of service credit if at least sixty (60) teaching days are served during said contract year in no more than two distinct segments of at least thirty-five (35) days each. The teacher will receive a full year of service credit if at least one hundred sixty (160) teaching days are served in said contract year. At the discretion of the teacher, days served may include sick-leave days.
- E. Undergraduate credits will be accepted for advancement when the following steps are followed:
 - prior approval of the class is given by the superintendent;
 - the class is directly related to the teaching area as determined by the principal;
 - all grade records are presented for the teacher's personnel file.

SALARY SCHEDULE - 1991-92 SCHOOL YEAR

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	\$24,354	\$25,565	\$26,777	\$27,989
2	25,565	26,777	27,989	29,201
3	26,777	27,989	29,201	30,412
4	27,989	29,201	30,412	31,624
5	29,201	30,412	31,624	32,836
6	30,412	31,624	32,836	34,047
7	31,624	32,836	34,047	35,259
8	32,836	34,047	35,259	36,471
9	34,047	35,259	36,471	37,682
10	35,259	36,471	37,682	38,894
11	36,471	37,682	38,894	40,106
11+1%	36,836			
12		38,894	40,106	41,318
12+1%		39,283		
13			41,318	42,529
13+1%			41,731	42,954

SALARY SCHEDULE - 1992-93 SCHOOL YEAR

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	\$25,693	\$26,971	\$28,250	\$29,528
2	26,971	28,250	29,528	30,807
3	28,250	29,528	30,807	32,085
4	29,528	30,807	32,085	33,363
5	30,807	32,085	33,363	34,642
6	32,085	33,363	34,642	35,920
7	33,363	34,642	35,920	37,198
8	34,642	35,920	37,198	38,477
9	35,920	37,198	38,477	39,755
10	37,198	38,477	39,755	41,033
11	38,477	39,755	41,033	42,312
11+1%	38,861			
12		41,033	42,312	43,590
12+1%		41,443		
13			43,590	44,868
13+1%			44,026	45,317

SALARY SCHEDULE - 1993-94 SCHOOL YEAR

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>
1	\$27,235	\$28,589	\$29,945	\$31,300
2	28,589	29,945	31,300	32,655
3	29,945	31,300	32,655	34,010
4	31,300	32,655	34,010	35,365
5	32,655	34,010	35,365	36,721
6	34,010	35,365	36,721	38,075
7	35,365	36,721	38,075	39,430
8	36,721	38,075	39,430	40,786
9	38,075	39,430	40,786	42,140
10	39,430	40,786	42,140	43,495
11	40,786	42,140	43,495	44,851
11+1%	41,193			
12		43,495	44,851	46,205
12+1%		43,930		
13			46,205	47,560
13+1%			46,667	48,036

APPENDIX C - AB&HSC SALARY SCHEDULE

The salaries set forth in this schedule are applied to the AB&HSC teachers for the Coldwater Community Schools. Teachers who qualify for pay under this Article will be paid by the hour at rate show below. The normal work-year for full-time is thirty-four (34) weeks, four (4) days per week, at seven (7) hours per day.

SALARY SCHEDULE - 1991-92 SCHOOL YEAR

<u>Step</u>	<u>BA</u>	<u>BA+30 or MA</u>
1	\$17.17	\$17.88
2	17.86	18.60
3	18.57	19.34
4	19.31	20.11
5	20.08	20.91

SALARY SCHEDULE - 1992-93 SCHOOL YEAR

(1% longevity if on Step 5 for the second year)

<u>Step</u>	<u>BA</u>	<u>BA+30 or MA</u>
1	\$17.17	\$17.88
2	17.86	18.60
3	18.57	19.34
4	19.31	20.11
5	20.08	20.91
1% longevity	20.28	21.12

SALARY SCHEDULE - 1993-94 SCHOOL YEAR

(1% longevity if on Step 5 for the second year)

<u>Step</u>	<u>BA</u>	<u>BA+30 or MA</u>
1	\$18.20	\$18.95
2	18.93	19.71
3	19.69	20.50
4	20.48	21.32
5	21.30	22.17
1% longevity	21.51	22.39

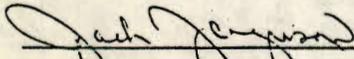
It is recognized that the above percentages will remain in effect for the duration of this contract. It is expressly understood that the above duties are annual in and are subject to annual reassignment at the discretion of the Board. If the Board shall create new positions, the Association shall have the right to negotiate the factors. It shall be within the discretion of the Board to fill or not fill any of the above stated positions.

An evaluation committee of three (3) teachers and three (3) administrators will be formed to recommend the percentage factors for any new positions not included on this extra-duty schedule.

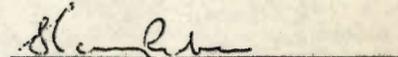
By mutual consent of the Board and the CEA, the percentages listed above may be negotiated during the duration of this contract, if circumstances occur which may cause the above listed factors to change.

FOR THE COLDWATER EDUCATION
ASSOCIATION

FOR THE COLDWATER SCHOOLS
BOARD OF EDUCATION



Jack Ferguson, President



G. David Rubley, President

Dated: 10-25-91

Dated: 10/17/91

APPENDIX B - SCHEDULE OF REMUNERATION FOR EXTRA-DUTY ASSIGNMENTS

The extra-duty pay schedule has been ratified for 1991-92, 1992-93, and 1993-94 by the Coldwater Education Association and the Coldwater Board of Education.

These extra-duty salaries are based on percentages shown in this agreement. These salaries reflect the same percentage increase as the base salary for the years given. The base salaries used for these extra-duty assignments are \$20,720, for the 1991-92 contract year; \$21,860, for the 1992-93 contract year; and \$23,172, for the 1993-94 contract year; reflecting the 5%, 5.5% and 6% salary increases.

EXTRA-DUTY SALARIES

COLDWATER COMMUNITY SCHOOLS

<u>POSITION</u>	<u>%</u>	<u>POSITION</u>	<u>%</u>
Football	20 %	Athletic Trainer	14 %
Assistant	12	Marching Band	11
Basketball	19	Assistant	5
Assistant	11.4	Concessions	10.5
Middle School	7.6	Athletic Coordinator M.S.	11
Wrestling	13	Musical Producer	9
Assistant	7.8	Musical Director	5
Middle School	5.2	Instrumental H.S.	8.5
Baseball	12.6	Instrumental M.S.	7
Assistant	7.56	Yearbook With a Class	8
Softball	12.6	Yearbook M.S.	5
Assistant	7.56	Balladiers	7.5
Gymnastics	12.6	Vocal Music H.S.	7
Assistant	7.56	Vocal Music M.S.	6
Track	12.6	Mirror	5
Assistant	7.56	Student Council H.S.	7
Middle School	5	Student Council M. S.	7
Volleyball	12.6	Student Council Elem.	3
Assistant	7.56	Forensics	7
Middle School	5	Debate	7
Cross Country	10	Computers	6
Middle School	4	Weight Conditioner	6
Tennis	10	Cheerleading	5.25
Assistant	6	Yearbook Without A Class	10
Middle School	4	Middle School	4.5
Golf	8.6	Department Heads	5
		A.V. Coordinator	2.5
		Play Director	4
		Play Producer	5.5
<u>Intramurals</u>		<u>Class Advisors</u>	
H.S. Volleyball	3	Senior Class	4
H.S. Basketball	3	Junior Class	3.75
M.S. Football	3	Sophomore Class	3
M.S. Basketball	3	Freshman Class	3
Soccer	3	Interact Club	2.5
Clubs	2.5	*Magazine Sales	2.5
Safety Patrol	2	Service Squad	2

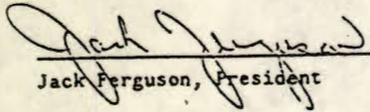
* This position will be paid from the profits of the project; not from Board Funds.

APPENDIX B -SCHEDULE OF REMUNERATION FOR EXTRA-DUTY ASSIGNMENTS

In lieu of the word "establish", the Coldwater Board of Education has elected to insert the word "recommend" relative to the language addressing percentage factors for any new positions. Referenced changes so noted on page 2, paragraph 2 of the Agreement.

FOR COLDWATER EDUCATION ASSOCIATION

FOR COLDWATER BOARD OF EDUCATION



Jack Ferguson, President



G. David Rubley, President

10-25-91
Date

10/29/91
Date

